

**SELECTMEN'S MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall  
732 Main Street, Harwich, MA  
Executive Session 6:00 P.M.  
Regular Meeting 6:30 P.M.  
Tuesday, October 12, 2021*

*\*As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

**I. CALL TO ORDER**

**II. EXECUTIVE SESSION**

- A. Executive Session pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Reminder Special Town Meeting, Monday, October 18, 2021 at 6:30 p.m. in the Gymnasium of the Community Center, 100 Oak Street
- B. Flu Clinic for Harwich Residents, October 13, 2021 and October 18, 2021 from 1:00 p.m. to 3:00 p.m. at the Harwich Community Center, 100 Oak Street
- C. Announcement from Police Chief Guillemette on upcoming firearms training

**V. CONSENT AGENDA**

- A. Discussion and possible vote to approve resignation of John Larivee from the Recreation and Youth Commission
- B. Discussion and possible vote to approve Board of Selectmen Meeting Minutes – May 10, 2021

**VI. NEW BUSINESS**

- A. Update from Ronit Goldstein regarding Double Poles and Eversource work in town areas
- B. Update from the Town Administrator on 2022 Annual Liquor License renewals
- C. Discussion and possible vote on a potential 2022 Annual Town Meeting Article regarding the Board of Selectmen changing to Select Board
- D. Discussion and possible vote to update the following Committee Charges
  - 1. Bikeways Committee Charge
  - 2. Traffic Safety Committee Charge
- E. Discussion and possible vote – Harwich Energy Committee
  - 1. Vote to rename the Harwich Energy Committee to the Harwich Energy and Climate Committee
  - 2. Vote to amend the committee charge to reflect the realignment of the committee
- F. Discussion and possible vote to approve the revised Monomoy regional agreement language as presented and request article be put on annual town meeting warrant
- G. Discussion and possible vote to approve a one day entertainment license – Mooncussers Tavern – 86 Sisson Road – October 15, 2021 5:00 p.m. – 10:00 p.m. – Recorded or live music with amplification and dancing inside
- H. Town Administrator to present the Findings of the Facts for Show Cause Hearings that were held on July 8, 2021 and continued to July 23, 2021 and July 27, 2021
  - 1. Seal Pub
  - 2. Perks

**VII. CONTRACTS**

- A. Discussion and possible vote to approve contract with Ballard Mack Sales & Service, Inc. for all work and furnishing services for a Granite 42FR 6 Wheel dump truck in the amount of \$204,402.00
- B. Discussion and possible vote to approve the License Agreement between the Harwich Chamber of Commerce and the Town of Harwich
- C. Discussion and possible vote to approve a contract with Motorola Solutions for the upgrade of portable radios, vehicle repeaters and training for the Fire Department in the amount of \$255,088.32
- D. Discussion and possible vote to approve a contract with Industrial Protection Services, LLC for the purchase of C5 Face Pieces for SCBA (self-contained breathing apparatus) for the Fire Department in the amount of \$54,088.00

**VIII. TOWN ADMINISTRATOR'S REPORT**

**IX. SELECTMEN'S REPORT**

**X. ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

**Authorized Posting Officer:**

\_\_\_\_\_  
Ellen Powell, Executive Assistant

**Posted by:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_  
October 7, 2021

**PUBLIC**  
**COMMENTS /**  
**ANNOUNCEMENTS**

# FLU CLINIC FOR HARWICH RESIDENTS



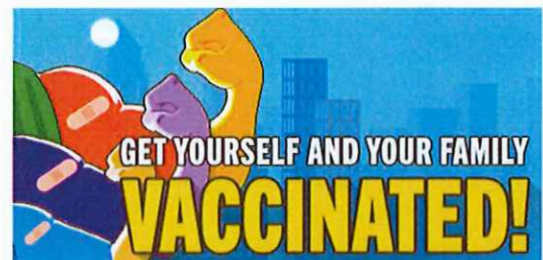
WHEN: October 13, 2021 & October 18, 2021 || 1pm-3 pm

WHERE: Harwich Community Center || 100 Oak St

WHO: Harwich Residents

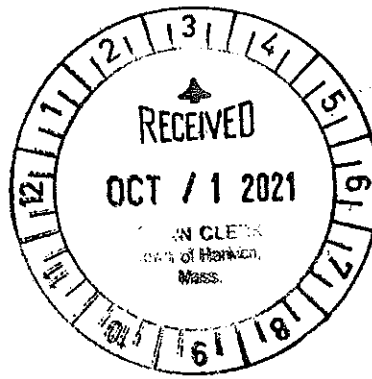
WHAT: Stay in your car and get a flu shot

- Offering Quadrivalent influenza vaccine (*not* the high dose senior vaccine)
- Immunizing ages 6 months and up
- Pre-Registration **required**
- Please leave pets at home
- Wear a face covering



This clinic is provided by the Harwich Health Department and Barnstable County Department of Health. Please contact us for more information at 508-430-7509 or [health@town.harwich.ma.us](mailto:health@town.harwich.ma.us)

# **CONSENT AGENDA**



09/30/21

Town of Harwich  
Recreation & Youth Commission  
732 Main Street  
Harwich, MA 02645

To Whom It May Concern:

I am writing to inform you that for personal reasons I must resign from my position on the Recreation and Youth Commission. I have enjoyed being a part of the commission for the past year and a half but cannot continue at this time. I wish all the commission members the best.

Respectfully,

A handwritten signature in cursive script that reads "John Larivee".

John Larivee

**MINUTES**  
**SELECTMEN'S MEETING**  
**REMOTE PARTICIPATION ONLY**  
**Monday, May 10, 2021**  
**6:30 P.M.**

**SELECTMEN PARTICIPATING:** Larry Ballantine, Donald Howell, Michael MacAskill, Edward McManus.

**ALSO PARTICIPATING:** Town Administrator Joseph Powers

**CALL TO ORDER**

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained that he first called the meeting to order at 5:45 pm for Executive Session, where they discussed the litigation strategy with respect to case of 3137, LLC, et al. (Ember and Port) v. Town of Harwich, et al., United States District Court, C.A. No. 1:21-CV-10473, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares.

**WEEKLY BRIEFING**

**A. COVID-19 Updates**

Dr. Kathleen O'Neill, Health Director, said that it was really nice to see everyone in person at Town Meeting this past weekend. She said that she actually has some good news tonight, for the first time in a while. She said that as of today, they are only tracking three active cases, as of last Friday the positivity rate has dropped to 3.02%, and they have 6,639 fully vaccinated individuals in town, which is great progress. Dr. O'Neill said that last Thursday the Board of Health met to discuss the current mask mandate on Route 28, from Bank Street to Lower County Road, from 9 am to 10 pm. She said that the board unanimously voted to uphold the current order, for the time being, they will revisit this again at a later date. She said that they wanted to be cautious and make sure that the numbers remain trending in the right direction before they make any changes. The state announced that effective today, some outdoor venues can be reopened such as ballparks, road races,

and other amateur sports, and singing indoors is also allowed, with strict distancing. She said that another exciting update is that Brooks Free Library will resume allowing patrons back inside the library for grab-and-go visits, starting next Monday, May 17<sup>th</sup>. The initial schedule will be Monday through Thursday 3:00 pm to 7:00 pm, and then Friday and Saturday 10:00 am to 4:00 pm. Masks will be required and patrons will have access to materials on both the first and second floors, including the public computers. The full plan can be found on the library's website, as well as by phone if someone would rather call to get the details. Dr. O'Neill said that things are certainly moving in the right direction, and feeling a little more normal.

B. Update on ongoing efforts by the Town in support of the business community

Ms. Cyndi Williams, Executive Director, Harwich Chamber of Commerce, said that they are starting to work on the plan to reopen the visitor center, for Memorial Day to Columbus Day. She said that they will be open and will once again be doing welcome bags. They have started to collect member brochures, menus from the restaurants, the walking map and the new magazine. She said that they have also expanded their distribution of the magazine this year, and it will be located at TF Green Airport, as well as Bass Pro in Foxborough, and for the third year Mystic, CT Visitor Center. She said that Harwich Chamber is the only local Cape Cod Chamber that are in those locations. It is not exclusive, but they are the first to be down in all of those locations, so they are excited for that. Ms. Williams said that the Chamber will once again be selling beach stickers for both residents and non-residents, and the transfer station access, and getting the safety protocols in place for that. They also have four new members joining the chamber and they are excited for them to get started with their businesses. Ms. Williams said that there are job postings on their website which members have shared with them. She said that she hopes that everyone will show patience, because it is going to be a busy year, and the businesses went through a lot to stay open and to get ready to welcome all of the guests.

Mr. McManus asked if she could say who the new members were?

Ms. Williams said yes, that they have Ms. Tessa LeBlanc, who is a realtor and joining as a full business, a new bookstore that is going in next to the Mad Minnow and Three Monkeys, Bernadette Waystack, a wonderful artist who has a studio in the Cultural Center, and a boutique called Haberdash.

Mr. McManus said that it looks like the Cranberry Festival will be able to put on some activities this summer, and asked if they could produce a slip to go into the welcome bags?

Ms. Williams said absolutely, they are encouraging all members to provide them with information and they will be having an assembly line to put these together. So, yes, please do and she said that she will be negotiating a table at the festival to sell the Harwich-opoly game.

## **PUBLIC COMMENTS/ANNOUNCEMENTS**

No public comments.

## **NEW BUSINESS**

### **A. Discussion and debrief with the Town Administrator on the 2021 Annual Town Meeting**

Mr. Powers said that he had a quick recap of the outcome of the Articles, but the thing he would like to highlight is the exceptional work, as always, of their Town Moderator for getting them through the cold. From the moment the first motion was made to the motion to adjourn was voted, it was 2 hours and 43 minutes, and within that time there was ample discussion. He said that he was very pleased with the outcome and now they are on to the Annual Town Meeting of 2022, which will be in 357 days.

Mr. Howell said that he felt compelled to say this, because Mr. Powers is too modest, the Town Clerk was involved, all sorts of departments were involved, Administration staff was involved, and certainly Mr. Powers as the Town Administrator. He said that he thought everybody did a superb job, it was really the second Town Meeting in a row, where he felt like they represented really well.

Mr. Ballantine said that this is the second meeting where Mr. Powers put together for them a Town Meeting notebook, with all the motions. He said that it helps them a lot and he knows it is not easy to do.

Mr. Powers said thank you, and he believes that the output and value of it, makes the exercise well worth it. He said to add to what Mr. Howell just said,



he agrees that the success of town meeting is because of the team that worked on it. He said that it was truly a team effort, a collaborative effort, and that's from Administration, Finance, the Board of Selectmen, and straight down throughout the organization. He is thrilled with the way they comported themselves and he looks forward to having an indoor Town Meeting someday in the future.

Mr. Ballantine said that they need to applaud those who attended, because it was absolutely freezing.

Mr. McManus agreed about applauding those who attended and that the book which was produced was really helpful, despite the wind blowing the pages forward.

Mr. MacAskill said hats off to everybody, and he thought the Town Meeting went very smoothly, other than the cold. He said that he would ask that they bring back sooner, rather than later, Article 33. He said that the intent at Town Meeting was very clear, and he said that he thinks they want to pursue the purchase of the 31 acres. He believes that calls for a meeting with the Harwich Conservation Trust as well as the CPC, and the Board, and the Real Estate and Open Space, so that they can really come to terms with what went wrong.

He said that the CPC has taken a bit of a hit on this, and he would say in his opinion, it is not the CPC's fault because there was a change in the Article. He said that he would ask that it come back sooner, rather than later, because he thought that the sellers of that property are on a deadline. He said that he does not want to give up their right at first refusal, 61A, and maybe get a Fall Town Meeting, to approve this if that's what the voters want. Mr. MacAskill said that the second one he would ask that they bring back is the East Harwich Methodist Cemetery. He said that they got late legal opinion on that, and it would be nice to do some work in a cemetery that could use the work. Lastly, he said that although he was against the Article for the Sand Pond Revitalization Project, he thinks that there is some merit to site improvement. He said that there was a suggestion made, that that money should be coming out of the Rec budget, but given that they are only talking about dead trees and removal of a building, he thinks that DPW should be able to look to get the site work done and fence purchased, even if they need to come back with CPC funds.

## **OLD BUSINESS**

- A. Discussion and possible vote to reconsider the 2021 Request for continued Expansion of Outdoor Table Service for The Port Restaurant and Bar – 545 Route 28

Mr. Ballantine said that he was reading the rule of necessity before they got into this discussion. He said that next on the agenda, is the deliberation involving the court case 3137, LLC, et al. vs. Town of Harwich et al., in which each member of the Board of Selectmen is named individually as defendant, and may have a financial interest in the litigation. Unless conflict of interest, the Board is the Town's executive authority and no other board or official can represent the town's interests in this matter. Therefore, upon the advice of Town Council, he said that he is invoking the rule of necessity, in order for the Board to act on this matter. Mr. Ballantine said that his financial interest is that he is named personally as a defendant. He asked he member to identify themselves for the record and what their financial interest is, and once that is done, all board members are eligible to participate in the discussion of this litigation.

Mr. Howell said that his financial interest is that he is named individually in the lawsuit.

Mr. McManus said that his financial interest is that he is also named individually in the lawsuit.

Mr. MacAskill said that his conflict is also financial, as he is named in the lawsuit.

Mr. Ballantine said the first item on the agendas is the discussion and possible vote to reconsider. He said that he wanted to remind everyone that they do have a hearing on Wednesday, and this is not that, this is much simpler. They took a vote at the last meeting and this is a discussion to see if they wish to reconsider that vote. He asked Mr. Powers to read for the record what they voted last meeting.

Mr. Powers said in his recollection, when the Board came upon the application for a request for expansion for 2021, the Board did not adopt that. Therefore, it was not accepted by the Board, for this particular establishment.

Mr. MacAskill said that in the eleventh hour, they had agreed to give the liquor license to this establishment and he said it was a strong push by Attorney Tomlinson to get them to approve the tent, which was not adopted. There was discussion however, by Mr. Tomlinson, and his clients, to provide the Board with a site plan so that they could discuss it this week. He said that at the same conversation, he said that he would not be voting on anything additional at this meeting, it would more likely go the 12<sup>th</sup>. However, he said he would certainly entertain a conversation about the proposed site plan, and questions from the Board and a narrative by Mr. Tomlinson. He said that he is not interested in the behavior that they received at the last meeting, and given that this is a public meeting, not a public hearing, only the chair decides who speaks and when. Mr. MacAskill said that they were given a list of people who wanted to speak tonight, but given that this is not a hearing, that is coming up on Wednesday, he is hoping that they can do away with interruptions and just have a general conversation. He said otherwise, he would personally ask the Chairman to end the discussion, and move it on to Wednesday night.

Mr. Howell said that he agrees with Mr. MacAskill and frankly he is listening to hear what circumstances would have changed, from the vote they took, relative to what this property with the tent contributes to the problems they are actually discussing in the hearings on Wednesday.

Mr. Ballantine said that the way it is now, is that the tent is not approved.

Mr. Howell said that's correct, and the tent not only housed additional seats, but, additional patrons, additional pouring capacity, and entertainment. He said that to him it is part and parcel of what they are discussing and about how much they can control it. He said that he is waiting to hear tonight, if there is anything new to be added to the discussion.

Mr. Ballantine said that he would give Mr. Tomlinson a chance to weigh in.

Mr. Tomlinson said that as requested by the board, he emailed last week a proposed or revised site plan which illustrates certain improvements to the outdoor expanded dining operation at the Port. He said that he would be happy to go over it and he hopes it will address some of the comments and questions that were raised last time, in particular about the size of the tent, capacity, and locations of the outdoor bar.

He said that as Mr. MacAskill noted last time, there is only one outdoor bar, and Mr. Howell's reference to four outdoor bars is simply incorrect. There is only one outdoor bar, which is affectionately referred to as the Nauti Bar, and it is located at the rear of the main structure, close to Route 28.

Mr. Ballantine interrupted and said that Mr. Howell has a point of order.

Mr. Howell said, as a point of information, he never said that there were four outside bars. He said that the Instagram site, that the Port maintains, said that there were two outside bars, and two inside bars. He said he repeats that again for point of information.

Mr. Tomlinson said that he should have said that his comment was reflected more towards the magnitude of the expansion. He said that he is simply suggesting that there has been no expansion of the licensed premise other than the outdoor tent, which was reviewed and approved by the Board last year. He said that the Board met on October 5<sup>th</sup> in continuous discussion to October 19<sup>th</sup>, where a written policy was approved by this Board, to automatically extend the outdoor expanded dining for all those licensees who had previously applied and were approved by the Board. He said the Port was one of those. Mr. Tomlinson said that the tent that is illustrated on the drawing measures 20' x 60', and that is unchanged from last year. The tent this year, as much as is physically possible is being shifted away from the rear boundary, which is closets to the abutters. Additionally, there will be a plastic end on the tent to help control the noise and the tree wall, which will be installed along the perimeter and corner of the property, which will include 8' to 10' Leyland Cypress trees and will make a nice vegetative buffer. He said that those are not only very costly, but they are permanent and will improve the privacy to neighbors, as well as help deflect sound. Mr. Tomlinson said that the establishment is preserving seven parking spaces, in addition, there are operational constraints being placed by the applicant that are voluntary and should go a long way to improving the patron noise that was the concern last year. He added that if the establishment had been afforded more timely notice, they certainly would have made operational improvements to address those issues. He said that as they stare down the final week before the weather turns nice, they would note that the establishment relied on the Board's automatic extension from last October, and secured its tent.

Mr. Tomlinson said that Mr. MacAskill had made a comment during the October 5<sup>th</sup> hearing, that licensees needed to rely on the Board's action to secure leases on the tents. He said that the pandemic was of an urgent nature and tents became very hard to come by with weddings reopening this summer. Therefore, the establishment secured its extended lease of this tent, which costs nearly \$4,000 per month, and that is a cost that they are contracted to bear. Likewise, shifting the tent ten feet in the parking lot.

Mr. Ballantine interrupted and said that he thinks they are getting a little off topic, and that the primary concern they have with the tent is related to the noise issues, which would be part of their discussion next week on the entertainment license. He said that he appreciated Mr. Tomlinson's comments and his point is that it would be better off going back to the hearing. Mr. Howell said as far as he understands it, the application that Mr. Tomlinson and the people that he represents, submitted does not call for service to commence until May 28<sup>th</sup>, not next week. He said that they have the form right there and if that is not correct, that it would be for next week.

Mr. MacAskill said that as a Board, they did not vote to support the extension of outdoor table service. He said that they did put it on the agenda tonight, for a discussion, and he thinks they have vet out as much as they can tonight. He said again, that he is not inclined to make a decision tonight. He said that another Board member would certainly have to make the recommendation for reconsideration to go forward, but he does not see any reason why they should add the tent into the entertainment conversation on Wednesday night. The tent is a standalone, and it's a COVID gift package. Mr. MacAskill said about the, voted by the Board of Selectmen part of tonight's conversation. He said that they have received emails with complaints and support, about the tent. He said that on Wednesday, they will take up the Entertainment License, so he does not see why they cannot have the conversation tonight about the tent permit. The Board may end up deadlocked and not vote it, regardless of the conversation, but this is a stand-alone issue and not related to the entertainment license inside the premises.

Mr. Tomlinson said to Mr. MacAskill's point, the last two hearings did not focus on music, but on patron noise. He said that obviously the establishment and it's owners and managers want to be good neighbors. He said that they reached out to the neighbors to try and invite a conversation, to discuss their proposed improvements to management and the operation, to ensure compliance with reducing patron noise. Mr. Tomlinson said that the

neighbors were not inclined to meet with management at this time. He said that was really disappointing, given the fact, that last week, ownership did express the desire to be good neighbors. He said that with respect to the tents operation, the establishment is willing to offer the following improvements to its operational process to help reduce crowd noise. 1. The last seating in the tent will occur at 10:00 pm. He said that is important because that means that more and more of the seating capacity from diners that had sat prior to 10:00 pm, will vacate their seats and the seats will remain empty. Therefore, the number of patrons in the tent will reduce as the night proceeds, and that has a direct correlation to patron noise. 2. They are proposing that the tent close at midnight, regardless of the operating hours of the establishment. Mr. Tomlinson said that the staff will be fully instructed and educated to make sure that patrons are aware of limiting their noise to respect the neighbors. He said that they will be looking at essentially moving all patrons out of the tent, when they are done dining, and either into the establishment or onto the outdoor deck, as permitted. He said that the Board is well aware that they are looking to the Town to be partners in this, and the Town has repeatedly indicated its desire to be partners with businesses, and to do all that they can to ensure the safety of patrons. He said that this is a public health issue and the tent is temporary. They are all in this together and they are simply asking that the Board afford them the opportunity to demonstrate that it will do all that it can to ensure a reduction in patron noise, now that it has the notice of complaints. He said that they will also take very costly steps to improve their outdoor space, and their operation, to be able to limit that patron noise. However, the tent size was previously approved by the Board, and there has been no expansion of outdoor seating beyond the capacity of the restaurant. They are simply shifting seating from inside to the tent, which is a benefit because regardless of the current guidance, patrons are still not willing to go inside. He said that the tent is necessary to serve that public need, it is temporary, it is part of the Governor's guidance, and it was approved by the Board. Mr. Tomlinson added that it was automatically extended by the Board, and that the efforts now to try and take away the tent, and he said he won't get into the legal issues with that, but he is simply suggesting that the Board take an action tonight to approve the tent. The location of the tent is being moved to the extent possible and the owners are taking all of the necessary steps to improve the acoustics to minimize patron noise, but still provide a safe place for people to gather, who are not willing to dine inside.

Mr. Ballantine said that he understands the business aspect, but that Mr. Tomlinson is arguing that they are starting now as a good neighbor, when they

have had difficulties this past year. He said that he wished he had confidence in that. He said he will hear from the rest of the Board.

Mr. MacAskill asked Mr. Tomlinson if he could answer how many seats the Port has inside?

Mr. Tomlinson said that the Port is licensed for 85 seats, and that includes an offset seating plan, to be able to shift seats inside and outside. He said to note on the drawing, they have established where they can sort of disperse that throughout the property, to stay within that 85 person seating capacity limit.

Mr. MacAskill asked if he had any idea of what the actual inside capacity is?

Mr. Tomlinson said that he did not know the answer to that, and he would have to confirm with his clients. However, the way that the seating is constructed inside, it is largely fixed booths, that cannot be moved to afford socially distant dining. He said that this significantly and severely limits the amount of interior dining available. He said that people are not allowed to sit at the bar, so he thinks that there may be four booths in each location, which he guessed would be 16 to 24 tables. He said that the size of this establishment, it would not be financially viable to the restaurant to even be open to serve that limited number of patrons.

Mr. MacAskill said that he would certainly debate the booths and being able to properly socially distance. He said that he has not missed an opportunity to go out to dinner at many restaurants, and they are making it work inside. He said that he will move onto the seating plan in the chart, unrelated to the back parking lot. Mr. MacAskill counted the areas and said that it came to a total of 44 seats. He said that one thing that they have not discussed in any of their hearings and he does not see it on any of the plans, but he knows it had existed is the roof top table, which was noted as a VIP table and was accessible through the upstairs apartment. He asked if that still existed?

Mr. Tomlinson said that there is no roof top seating, that it is a private apartment. He said that he does not know if in years past, it was used as a VIP table, but it is not there now. He said in regards to Mr. MacAskill's comment about the sidewalk, when Ms. Eldredge was the Health Director, there was concern about the proximity of tables next to the sidewalk, and my understanding is, that the Port only used two tables, for a total of four seats. He said that they are tiny two tops given the proximity of the sidewalk, they

were not used exhaustively last summer. He said, also on the rear of the deck, there are 32 seats depicted, because of the amount of foot traffic and staff bringing takeout orders back and forth, they limited the use of those tables on the rear deck. He said that is why the tent is so important, because patrons preferred to dine in the tent because they felt that was a more socially distant atmosphere.

Mr. MacAskill said that he will save some of his comments for the next public hearing. However, he said that it is his understanding that there is room for 80 plus inside, room for 44 outside, and if they want to get into carving up the front, because the newest diagram, unless he hears otherwise from the health agent, shows the tables out there. He added that it is a very nice look for the restaurant. He said that he is not sure if Mr. Tomlinson gets where he is going, but as they navigate, he said compromise, is a great word for him. He said that as they try and navigate this, they are looking at 160 plus seats. He added that if they had seen the beach ball video, which he saw today, every single table had more than four people, and he does not see it has a compromise in any way, shape, or form, for them to be considering that tent, with that many tables, with the understanding that they will clear it out by 12midnight. Mr. MacAskill said that he took the time to call several other restaurants to see how they were seating in their tents, and other then the trees, he is not sure he is seeing a huge compromise. He said that one thing that he had extended in the past, is why not take that outdoor expanded service and slide it into as much of the Nauti Bar as possible? He said to him, that is another argument for Wednesday.

Mr. Tomlinson said he appreciates that and asked why he is not sharing the comments from other licensees? He said that he appreciated him reaching out to tour the establishment last week, and it was unfortunate that he was not able to do so, but he was encouraged that he was willing to do that. He said that the Board has a statutory obligation to visit spaces annually to make sure that they comply with their licensed premise. He said he does not think it has been done there and it is contributing to the sense of confusion about the outdoor operation. Mr. Tomlinson said that moving spaces to the outdoor deck is not feasible right now under the current guidance, to provide for socially distant dining. He said regardless of how many seats may be depicted, the offset seating plan approved by the Board of Health, with respect to the septic system, limits the number of seats to 85. It doesn't matter if there are 200 seats available, the establishment is only permitted to seat 85 people at a time. He said in order to do that, and be socially responsible, the outdoor tent is the



only way. He said that patrons do not want to dine inside, and he thinks that it is inappropriate for this Board to force patrons to choose indoor dining, at the expense of their public health.

Mr. Ballantine interrupted and said that he has made that point before, they have that part.

Mr. Powers said that he had a comment and information for the Board. He said that it has been the Town's position that the seating capacity for the establishment in question this evening, is 84. He said that is stated on the license, and that comports with the Board of Health, and septic requirements. He said also, there was a reference to the former health director, and guidance regarding the chairs out front, he wanted to remind the Board that she is on the call, and is certainly ready, willing, and able to answer any questions.

Mr. Tomlinson apologized if he had been mistaken to the capacity, that he had taken it off of the license that was posted and it may have simply been a typo.

Mr. MacAskill said that he appreciated Mr. Tomlinson's willingness to shift his schedule and meet on a Sunday. He said that it was not until he had learned of the personal attack on his family, that he and his family had decided not to put himself in a position to have more false allegations made. He said he has been to the establishment, although it has been a couple of years, his recollection of what he saw, he would disagree with the number, or ability to get 32 seats in that space and be able to socially distance, and to keep the servers from being safely able to serve food there. He said it may be an argument for another venue, but he is not sure if it is because that is the music area, which is why there is an unwillingness to make that table dining. Again, he said he is trying to compromise. Mr. MacAskill said that he had heard a willingness at the very end of the last meeting, from the establishment to work with the neighbors. However, he heard through the testimony of the manager of record, Mr. Jake Domos, that they had no violations and had done nothing wrong, and works 100 hours per week, and did not recall any beach balls. Mr. MacAskill said that the beach balls were a real, and the overcrowded tent, with just drinks in front of people is very real. He said that the noise complaints, whether violations or not, but the number of complaints is significant. He said it may not be significant to the owners of the restaurant, but it's significant for the people that live around it. He said that whether Mr. Tomlinson's clients think that they are being picked on, or people like other establishments better, or not, there was an issue and this Board is taking up a

lot of time discussing it and trying to offer some compromise. Mr. MacAskill said he is not seeing compromise on the other side, and quite frankly, once people talk about quality of life being ruined, and not being able to enjoy their own homes, he thinks that everyone needs to take a step back, and ask, what if this was my backyard. He said he will leave it at that, and he thinks that everyone is clear where he is at, at this point.

Mr. Tomlinson asked to respond to Mr. MacAskill, so that everyone's comments are fresh in his mind, before Mr. McManus spoke.

Mr. Ballantine said, as long as he is not repeating himself.

Mr. Tomlinson said that heard Mr. MacAskill's comment, about trying to offer a compromise, and he suggested to the Board significant operational improvements, that were designed directly to reduce patron noise. He said that they have offered to communicate with the neighbors, who were not responsive.

Mr. Ballantine interrupted and said that he had asked Mr. Tomlinson not to repeat his assertions.

Mr. Tomlinson said that Mr. MacAskill said he was not hearing a compromise from the establishment, and that's certainly not true. He said that Mr. MacAskill is also not making a proposal, he is suggesting to eliminate the tent entirely, and the tent is temporary.

Mr. Ballantine said that he is moving on.

Mr. Tomlinson asked to finish and said that he will be very brief.

Mr. Howell said to Mr. Ballantine that this is not a hearing, and he could recognize, or not.

Mr. Ballantine said that they are moving on, and now you have made these points over and over again, and they understand.

Mr. McManus said he has made this point before, about owning and operating a café and pub, in a heavily residential area. He said that a responsible manager and operator can operate that successfully, even if they have a very vibrant and noisy entertainment schedule, by reaching out consistently and

proactively to the neighbors. He said that he is amazed that in this instance, that has not happened in the past and he does not see anything coming in at this late hour that encourages him to expect that it's going to happen in the future.

Mr. Howell said that he asked this question at the hearing, and asked if anybody knows who controls their Instagram page, because he did not come up with the two outdoor bars on his own, it was being advertised, as recently as this past week. He said he has absolutely no control over that, and it would behoove them to make sure that is correct.

Mr. Tomlinson said that he will not discuss who controls the Instagram there due to the pending litigation. He said that if people rely on Instagram for information, then they are of the mindset that they believe everything on the internet. He said that the license premise, as approved by this Board, and the ABCC, includes one outdoor bar, regardless of what Instagram says. Mr. Tomlinson added in respect to the late hour, or the 11<sup>th</sup> hour notice, that there has been no more late notice than what the licensee has in this case. He said that they are asking for the opportunity to be a good neighbor, with the information that was late noticed to them.

Mr. Ballantine said that he would like to counter that, and say that this has been going on since last Fall. He asked how can they have advertising stating more than what he is saying is real? Mr. Ballantine said he also had another question about the capacity that Mr. MacAskill had brought up. He said he is a little confused, because as Mr. Powers pointed out, the total capacity is 84 people, but it doesn't compare to the number of seats shown in the diagram, both outside and inside. He said that he gathered from Mr. Tomlinson's statement that there are more seats, but you actually control the use of those seats to 84. He asked with everything else going on, management can do that?

Mr. Tomlinson said, that is the obligation of management, and ownership, to do that. He said that the septic system is limited to what it can handle, and yes it does control those seats its point of sale system knows how many people are seated at any one time, so they can control those number of seats. He said that seating capacity is different than occupant load and that is an issue that this Board has struggled with. He said that Mr. Ballantine commented about this being discussed since last Fall, but it was not a discussion with the licensee. He said that is an important issue, because, these complaints were not brought to the licensee's attention until this March. He said that the only

thing that they can do is to try and give the Board confidence that it is equipped to be able to remedy those issues going forward. He said that the Board has noted that it is going to take a zero tolerance position with respect to noise, and the licensee should be afforded that opportunity. If there is going to be swift action by the Board, it can take that action under the noise bylaw.

Mr. Tomlinson said that they are talking about patron noise, which was expected under the Governor's guidance, and is a necessary relief during the state of pandemic and is temporary. He said that the establishment already paid for this tent, and explained that the property is in excess of 300 persons, regardless of the seating capacity of 84. He said that information can be provided to the Town later; by a stamped fire engineer. Mr. Tomlinson said that he is suggesting that the seating capacity remains at 84. there is an offset seating plan that allows the establishment to flow patrons to either inside or outside, for seating patrons who do not want to dine inside. He said that if they are going to take away the tent, they are putting, quite frankly and respectfully, the concerns of a few neighbors, which can be mitigated, over the need for public health and safe distance dining.

Mr. Ballantine asked if anyone wished to make a motion to reconsider?

Mr. MacAskill said that he would make a motion to reconsider the expansion of outdoor tables. Mr. McManus seconded, for discussion.

Mr. MacAskill said that his proposal is very much what he was talking about, and he would support outdoor expanded table dining, though he does not agree with Mr. Tomlinson's assessment of what they need, and what they are willing to manage. He said that he also does not agree with them, that patrons do not want to dine inside. He said that he took his mother to lunch yesterday, and the restaurant did have a tent with six tables under it, which were full and the entire restaurant was full and the tables were separated. He said there were lots of laughs and smiles, so he does share a different view with them on that. He said that what he thinks they are asking for with the tent, based on the patron noise, will be too much. He said that the area for outdoor table expansion already exists at the Port. He said that there is a way to creatively add more, they are currently listing 32 tables out back, and 12 out front. He added that if there is an order from the Board of Health on the front tables, they could address that, but based on the diagram, he does not believe they had ordered them to take anything away. He said that outback, there is no way they can't get proper social distancing in that area, and then it would be

incumbent upon the owners or managers to determine when the other part of the business starts. He said that given the diagram, he thinks that there is still room for a band. He would support expanded outdoor table dining for this restaurant, with some creativity behind the building, in the Nauti Bar area, but not a tent in the parking lot.

Mr. Ballantine asked if there was any other discussion?

Mr. Howell said that this motion doesn't pertain to that, this motion pertains to a reconciliation of the tent, just to point that out to everybody.

Mr. MacAskill said that his motion is what is on the floor and it is the reconsideration of a tent.

Mr. Ballantine said right, but then that would open this up for this sort of further discussion.

Mr. McManus said that he had some thoughts, if this motion passes.

**Roll Call Vote: Mr. McManus - Aye, Mr. Howell - No, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by a vote of 3-1-0, with Mr. Howell against.**

Mr. Ballantine said to Mr. Tomlinson that this may be with mixed blessings, because they are going to want some pretty severe restrictions going forward.

Mr. MacAskill just to be clear now that it has passed, the next agenda item is to reconsider, and he believes that they can add the extra conditions. He said that he had explained that is what he would vote for, so he can make a motion to that effect, or another Board member could chime in, but that would be the only thing that he would support.

Mr. Ballantine asked Mr. Tomlinson if he understood what the proposal was?

Mr. Tomlinson said that there is no proposal, there was simply a motion and a second. He said if the Board is going to make a motion to add restrictions, then he would encourage the Board to consult Robert's Rules on how to do that.

Mr. Howell said that there are no current restrictions, because there's no current approval.

Mr. Ballantine asked if Mr. MacAskill could repeat the motion.

Mr. Tomlinson apologized for the interruption, and said that what he had heard is a motion to reconsider the approval of the tent and that has passed. There is no notice before about imposing conditions on the tent.

Mr. Howell said that this merely releases them from their previous vote denying that, and yes there still would have to be an affirmative vote of some sort. He said that this only opened up a discussion.

Mr. Tomlinson said that the vote at the last hearing, where every other establishment that was before them, was approved pursuant to the Board.

Mr. MacAskill said that he moved to reconsider his last motion, to reconsider the outdoor expansion of outdoor table dining at this point.

Mr. Ballantine said that they had a second to that, and they voted on it.

Mr. Tomlinson tried to ask further questions and was muted at the request of the Chairman.

Mr. Powers said if he may help the Board. He said that what he heard is that the action that the Board took at 7:30 pm tonight, was to reconsider their previous action from an earlier meeting. He said that Mr. MacAskill now wishes to reconsider that action, for the purpose of rescinding, or something along those lines. He said that the motion for reconsideration must be made by someone on the prevailing side, so that would be Mr. MacAskill, Mr. McManus or Mr. Ballantine, and all members can vote on this.

Mr. Ballantine asked if Mr. MacAskill was making a motion to reconsider, to start again?

Mr. MacAskill said that he is reconsidering his motion. Seconded by Mr. McManus.

**Roll Call Vote: Mr. MacAskill - Aye, Mr. Howell - Aye, Mr. McManus - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**

Mr. Ballantine asked if Mr. MacAskill wished to make a second motion.

Mr. MacAskill said no, that he is just pulling his motion off of the table. He said that all his motion did was create more argument from Mr. Tomlinson. He said that he had made the motion to reconsider the outdoor table dining, or expanded outdoor table service, so that they could have a conversation and make a proposal, to bring the noise inside the gate. However, Mr. Tomlinson took it that they were done and that the motion was to reconsider the tent in the back parking lot.

Mr. MacAskill said that the agenda is extremely clear, and they had voted it down last week, and they made a vote tonight to reopen it to have a discussion, and offer some sort of compromise. He said that is obviously not how Mr. Tomlinson received it.

Mr. Ballantine asked if anyone cared to make a motion.

Mr. McManus said no.

Mr. Ballantine said hearing none, they have no reason to move on to item B.

- B. If Item A is reconsidered than discussion and possible vote to approve the 2021 Request for continued Expansion of Outdoor Table Service for The Port Restaurant and Bar – 545 Route 28

No discussion.

## **CONTRACTS**

- A. Discussion and possible vote to authorize Chairman of the Board of Selectmen to execute Change Order #1 with Robert B. Our Company for Round Cove concrete bulkhead repairs for \$19,874.73

Mr. MacAskill moved that they authorize Chairman of the Board of Selectmen to execute Change Order #1 with Robert B. Our Company for Round Cove concrete bulkhead repairs for \$19,874.73, as presented in the packet. Seconded by Mr. Howell.

Mr. Ballantine asked if Mr. Powers could give more information, because there was nothing in the packet that said if it was just additional concrete, or if there was something unforeseen?

Mr. Powers said that they have the Harbormaster on the line.

Mr. John Rendon, Harbormaster, said that the part of the ramp project was the replacement of a section of the bulkhead, and that that's been done. However, there's an adjacent bulkhead that ties to that new bulkhead, which is failing and has failed even more so with the work that has been done onsite. This is to repair with rebar and concrete the adjacent bulkhead, it's not a replacement bulkhead, it's just a repair. He said that in his mind, and the mind of the contractor and engineer, it is a safety issue, because the top of the bulkhead is crumbling, and it's old. Mr. Rendon said that he does have on the Capital Plan, in future years to re-look at the entire bulkhead system, but this needs to be done while they have the contractor there to improve that section of the bulkhead.

**Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**

- B. Discussion and possible vote by the Board of Selectmen to execute contract with Partner Solutions General Contracting Corp. for Comfort Station Janitorial Services for \$51,587.39

Mr. MacAskill moved that they execute contract with Partner Solutions General Contracting Corp. for Comfort Station Janitorial Services for \$51,587.39. Seconded by Mr. McManus.

Mr. Powers said that when the bids went out, the costs came back in excess of \$50,000, therefore the Board needs to sign and approve.

Mr. MacAskill asked if any of it is reimbursable under the Cares Act?

Mr. Powers said that he wouldn't be able to say definitively this evening, but can circle back on that question.

**Roll Call Vote: Mr. MacAskill - Aye, Mr. McManus - Aye, Mr. Howell - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**



- C. Discussion and possible vote by the Board of Selectmen to execute contract with Vanasse Hangen Brustlin, Inc. for Route 28 Saquatucket to Harwich Port Sidewalk Design Engineering Services for \$167,550.00

Mr. MacAskill moved that they execute contract with Vanasse Hangen Brustlin, Inc. for Route 28 Saquatucket to Harwich Port Sidewalk Design Engineering Services for \$167,550.00. Seconded by Mr. Howell.

Mr. Powers stated for the record that many folks may know them more colloquially as VHB.

**Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**

- D. Discussion and possible vote for the Board of Selectmen to authorize the Chairman of the Board of Selectmen to execute Firefighter Safety Equipment Grant award contract with the Commonwealth of Massachusetts Department of Fire Services for \$12,172.00

Mr. MacAskill moved that they authorize the chairman of the Board of Selectmen to authorize the Chairman of the Board of Selectmen to execute Firefighter Safety Equipment Grant award contract with the Commonwealth of Massachusetts Department of Fire Services for \$12,172.00, as presented. Seconded by Mr. McManus.

Mr. Powers said that he knows that the Chief would want to emphasize the work of the staff that has done a great job.

**Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**

## **TOWN ADMINISTRATORS REPORT**

Mr. Powers said that as he had indicated they are 357 days away from what would be anticipated as a “normal” Annual Town Meeting to occur, on a Monday evening indoors at the Community Center. He said that he brings this up because, as they close the books on the 2021 Annual Town Meeting, and FY22, the Assistant Town Administrator, Finance Director and himself, will be reaching out to Department

Heads, Boards, Committees, and Commission Chairs, to start the dialogue on the development of anything to come before a town meeting. That would be specifically discussions on operating budgets, presumptive community preservation applications, and certainly capital. This effort will be for FY23 and also to get into a broader discussion for the additional four years after that. As he has said many times before, this is so he can develop a five-year outlook for the Board, as it relates to operating budgets, capital budgets, and perhaps envision some relief through community preservation. Mr. Powers added that regarding community preservation, that the expectation would be that any applications of the Town, would first go before the Board, for the Board to either endorse, or understand, that a certain department or committee would be going forward with that application. He said that he is looking to get as much information in front of the Board, before they get too far afield of that process.

Mr. Ballantine said to add to that comment, and to Mr. MacAskill's comment, the CPC has their own schedule, but they can act before that schedule to bring things forward for discussion. So, that is a good reminder.

Mr. Powers said that he has been in constant contact with Chairman Nixon, CPC, and he believes that Mr. Nixon takes some relief that Administration would be doing that effort ahead of their application schedule. Mr. Powers said that lastly, that three weeks from today is the unofficial beginning of summer and the Memorial Day holiday. He said that Administration will be working with Public Safety, and a number of representatives from the regulatory authorities within the town, to resume their annual discussion with licensees, before they get into the full license season. He said that more information will be delivered to the licensees, and he hopes to give a more formal update to the board next week.

Mr. Ballantine said that speaking of Summer, normally they take some weeks off, which they did not do last year, and he is hoping that they can move back to that this summer.

Mr. Howell said that he would appreciate that, but they are going to be reorganizing.

Mr. Powers said to bring up one sad comment, but he wanted to inquire of the Board, if he should be looking to schedule a special election to fill the vacancy caused by the passing of Selectman Ford? He asked if they wanted to do that at the next meeting?

Mr. Howell said that he thinks that is something that Mr. McManus will not be there after next meeting, and that they should take this up with the new Board.

Mr. Ballantine said that he is fine with that, but it should be the meeting after that, because he does what to get that started.

Mr. Howell said that the people who have a horse in the race, should actually be the ones who have the discussion about it.

Mr. McManus said that he served with Mr. Ford for the time he was with them, and he would like to participate in ensuring that that process of replacing him happens. He said he knows that Mr. Ford would want that done expeditiously and with as little fuss as possible. He said that he has spoken with his wife about this and informed her that it might be an issue that the Board would be taking up soon.

Mr. MacAskill asked if they could get a memo outlining the process? He said he understand that they have one week left of a sitting selectman, but he thinks the sooner they can lay out the process, and get a rough timeframe on the dates for him would be good.

Mr. Ballantine said that is where he was going with it as well and they need to get the process.

Mr. Powers said that concluded his report.

## **SELECTMEN'S REPORT**

Mr. Howell said that he is going to defer to Mr. MacAskill for more about this, but they need to get on the agenda for next week for the Investigative Committee, which was established. He said that he wanted to publicly express his frustration with KP Law, for not cooperating with Mr. MacAskill. He said that they work for the Board, and the Board is asking a question under a duly organized Investigative Committee, under the Charter, then it's incumbent upon them to reply.

Mr. MacAskill said that he would expand on Mr. Howell's comments. He said that to date he has received nothing from KP Law, and he had asked Attorney Shirin Everett to provide anything and everything that she had weeks ago. He said that he had a conversation with John Giorgio, Attorney, KP Law, and had asked him what he was looking for. He believes that Mr. Giorgio had a conversation with Mr.

Powers about it. Mr. MacAskill said that he would ask for the Board to support tonight to re-emphasize the vote that was taken over a month ago, to have the Investigative Committee, which consists of himself and Mr. Howell. He also would ask Mr. Powers to relay that to Mr. Giorgio, and all of the other attorneys involved. Mr. MacAskill said that they need to bring this up soon, because all they are doing is giving the other side time to get everything in a row. He said that it is not happening fast enough, and they have given a fair amount of latitude because of Town Meeting and the hearings that they have been involved in, but that time is up. He said that the residents want answers and they have an obligation to figure out what's going on, what went on, and what went wrong. He asked the Board to affirm the decision of doing an investigation, and that they get the full and quick cooperation,

Mr. Howell said more specifically, there are other law firms out there and that needs to be conveyed to them. He said that this was something where Mr. MacAskill had called on behalf of the Board, and the Board employs them, so it's not up to them to decide who they want to listen to.

Mr. Ballantine asked Mr. Powers if they could invite KP Law to the next meeting and put it on the agenda, so that they can respond to this?

Mr. Powers said that he would emphasize that it would not be an invitation per se, it doesn't have to be.

Mr. Ballantine said that it doesn't have to be executive session, that they can have a discussion during open meeting.

Mr. MacAskill said that they are not at that point yet and he does not want to waste anyone's time. He said that he does not need to have the same conversation that they will have as a full Board. He said that that they just need cooperation and some speed. They pay KP Law a lot of money, they are their counsel, and they need to respond quickly. Mr. MacAskill said then once they get that response along with information from Mr. Powers, they can present to the Board and then invite people in, as they need to.

Mr. Ballantine said his only point is that if it is not forthcoming, then they should bring KP Law in.

Mr. MacAskill said he thinks that Mr. Powers has the message and he can make it loud and clear.

Mr. Powers confirmed that he understands.

Mr. MacAskill said that he just does not want to waste any more of the Board's time, until they have something concrete to discuss.

Mr. McManus said that when Mr. MacAskill brought this up, he would have loved to have volunteered, but he feared it was going to take longer than his term in office, which has happened. He said that it is an incredibly important issue to be resolved, and that the committee that they appointed to do their investigation and be able to bring that report back to the full Board of Selectmen, so an action can be taken.

Mr. MacAskill said that he had one more thing. He said that Mr. Powers mentioned how many days until the next Town Meeting, and he had mentioned about going back to evenings. He said that one request that he would make for next year, is to have the conversation, as requested by several taxpayers and voters, is to consider a Saturday Town Meeting. He said a one day Town Meeting, during the daytime, to try and draw more people to come. He said that a fair number of seniors do not like to be out that late at night, and he thinks that they should at least explore a one-day weekend Town Meeting.

## **ADJOURNMENT**

Mr. MacAskill moved that they adjourn at 7:50 pm. Seconded by Mr. Howell.

**Roll Call Vote: Mr. Howell - Aye, Mr. McManus - Aye, Mr. MacAskill - Aye, Mr. Ballantine - Aye. Motion carried by unanimous vote.**

Respectfully submitted,

Lisa Schwab  
Board Secretary

# **NEW BUSINESS**

CHARTER AMENDMENT – NAME CHANGE FROM BOARD OF SELECTMEN TO SELECT BOARD To see if the Town will vote to adopt the following proposed order of amendment to the Town of Harwich Charter by striking out the words “Board of Selectmen” and “Selectman” wherever they appear, and inserting in place thereof, in each instance, the words “Select Board”; and to insert a new subsection in the Charter section 3-1-3 to read as follows: 3-1-3 The Select Board shall have the full role of and all powers and authorities of a Board of Selectmen under any general or special laws, and its members and officers shall have the full role of and all of the powers and authority of the members and officers of a Board of Selectmen under any general or special laws. Or to take any other action relative thereto (2/3 Vote Required)

Requested by Board of Selectmen

MOTION: To accept and adopt Article #XX as printed in the warrant.

## **Harwich Bikeways Committee Charge**

### **Background:**

The town of Harwich is home to a network of bikeways that allows its residents to utilize bicycles for both recreation and transportation.

### **Charge:**

The mission of the Harwich Bikeways Committee is to work with the Harwich DPW and volunteers to develop, maintain, and improve the Old Colony Rail Trail (OCRT), Cape Cod Rail Trail (CCRT), and other recommended bike routes in Harwich. The Committee will make recommendations for the allocation of funds to be used to ensure safety on our bikeways, including but not limited to the purchase of crossing lights at road intersections. Community Education on safe bicycling practices falls within the scope of this Committee and in conjunction with the Harwich Police Department, MASS DOT and other relevant municipal entities.

### **Membership:**

The Committee shall be comprised of 7 members appointed by the Board of Selectmen. Membership terms will be staggered in 3-2-2 manner, consistent with other Town Committees and each term will be 3 years. Reorganization of the Committee Membership will take place July 1 each year.

APPROVED by the Board of Selectmen

November 13, 2017



MISSION STATEMENT

BIKEWAYS COMMITTEE  
(FORMERLY BIKE PATH STUDY COMMITTEE)

The Bike Path Study Committee shall be known as the Bikeways Committee. The Bikeways Committee shall study the needs for Town sponsored bikeways and shall investigate the location, design, cost and modes of funding of such bikeways and associated facilities. The Bikeways Committee shall have authority to deal with any governmental agency by preparing and submitting such plans and other information as it may deem necessary to obtain assistance and funding, and shall have authority to research and recommend to any governmental agency or individual as may assist its purposes, including the development, maintenance and improvement of bikeways, except that no such agreement shall require an expenditure of funds in excess of sums appropriated by the Town, which does hereby vote to raise and appropriate or appropriate from available funds, a sum of money to be used for such purpose, or do or take any other action in this matter.

Further, the Bikeways Committee will undertake such related duties and projects as necessary which are consistent with the Town of Harwich Comprehensive Plan as it relates to bicycles for both recreation and transportation, including, but not limited to, bike lanes, routes and trails throughout Harwich, whether dedicated or shared. Bicycle education and safety will also be an appropriate area of concern.

The Bikeways Committee shall consist of seven (7) members appointed by the Selectmen, to include six Citizens-at-Large and the Chief of Police, each to serve a term of one (1) year. The Director of Highways & Maintenance shall serve as an ex-officio member. For each vacancy created by the expiration of an appointment, the Selectmen shall appoint a successor. A vacancy created in any other manner shall be filled for the remaining unexpired term by appointment made by the Selectmen. The Committee members shall annually choose a chairperson from among themselves.

Approved by the Board of Selectmen  
at a Public Meeting - March 14, 1995.

Amended by the Board of Selectmen  
at a Public Meeting - August 15, 1995.

## TRAFFIC SAFETY COMMITTEE

### **Purpose**

Provide a forum to discuss resident, business and staff safety concerns, and provide recommendations and potential solutions. The Committee will provide citizens the opportunity to voice concerns and bring issues to the attention of town staff, and if appropriate, to the Board of Selectmen.

This Committee will report to the Town Administrator.

### **Scope**

The committee shall undertake the following:

1. Assist with the planning and design of improvements to roadways, intersections, sidewalks, bikeways and other transportation facilities, including streetscape improvements.
2. Review building site plans for public safety issues and concerns.
3. Address public safety issues that fall beyond the scope of or cannot be addressed by a single Town department.
4. Review for compliance to ADA regulations
5. Recommend priorities for improvements
6. Submit recommendations for changes to Harwich Traffic Regulations.

### **Procedures**

The Committee will hold periodic (at least monthly) meetings as necessary to accomplish the purposes set forth above.

### **Conduct**

The Committee shall post meeting notices and maintain minutes as required under open meeting law.

### **Interpretation**

The Selectmen may, from time to time consistent with law, confer on the Committee additional responsibilities relating to the work of the Committee. Any questions concerning the nature or scope of the Committee's authority shall be clarified by instructions from the Selectmen, and the Selectmen's directives in this regard shall be determinative.

### **Committee Composition**

The Committee shall consist of 5 or 7 members. The Town Administrator shall appoint three members, representing the public safety and other town departments as appropriate. Additionally the Board of Selectmen shall appoint two or four members of the public for three year terms. The first appointees by the Board of Selectmen shall be appointed for staggered terms.

### **Reports**

The Committee shall make periodic reports consistent with agreed milestones and action items from the work of the Committee. At appropriate times the Committee shall provide a status report to the Board of Selectmen.

### **Dissolution**

Upon recommendation from the Town Administrator, the Selectmen may declare that the Committee's functions have been fulfilled, and upon notice by the Selectmen to the Committee members, the Committee's responsibilities shall terminate. This Committee is formed for the exclusive purpose identified above.

**Date Adopted: June 30, 2014**



# MEMO

To: Board of Selectmen

From: Interview and Appointments Committee

Date: June 5, 2012

Subject: Disbanding of the Traffic & Safety Committee

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The Traffic Safety Committee was created by the Board in 1994. Currently there are no active appointees on the Committee. With the creation last week of the Public Safety Committee comprising of staff members who will take up the responsibilities of the former Traffic & Safety Committee it is recommended that this Committee be dissolved.

## CHARGE FOR THE TRAFFIC SAFETY COMMITTEE

It shall be a major purpose of the Traffic Safety Committee (TSC) to recommend to the Board of Selectmen suggestions to improve the transportation plan in Harwich for present and year-round needs which promotes safe, convenient, accessible, and economical transportation and is consistent with the Town's recreational needs and its historic, scenic and natural resources. In the furtherance of this purpose, the TSC shall study and make recommendations on the improvement of the Town's built transportation network, including but not limited to the following:

1. Assist with the Planning and design of improvements to roadways (including state highways), intersections, sidewalks, bikeways and other transportation facilities (including streetscape improvements).
2. Recommend a prioritization plan for improvements.
3. Submit recommendations for the development of an integrated plan for safely accommodating bicycle travel throughout the Town in cooperation with the Bikeways Committee.
4. Submit recommendation for changes to Harwich Traffic Regulations.

This charge shall be carried out as to be substantially consistent with the goals and recommendations of the Harwich Comprehensive Plan to work in cooperation with other Town agencies, committees and the public.

### ADMINISTRATIVE ASPECTS

The TSC shall file an annual report with the Board of Selectmen for inclusion in the Town's annual report.

Meeting minutes shall be kept in accordance with applicable law, with copies to be sent to the Board of Selectmen and Town Clerk.

The Traffic Safety Committee shall be appointed by the Board of Selectmen and composed of five members for three (3) year staggering terms.

Traffic Safety Committee established  
by vote of the Board of Selectmen  
at a Public Meeting, December 13, 1994.

Charge amended by the Board of Selectmen  
at a public meeting, November 9, 2009

## CHARGE FOR THE TRAFFIC SAFETY COMMITTEE

It shall be a major purpose of the Traffic Safety Committee (TSC) to work towards achieving goal 7.1.1 of the Harwich Comprehensive Plan which reads, "To develop a transportation plan in Harwich for present and year-round needs which promotes safe, convenient, accessible, and economical transportation and is consistent with the Town's recreational needs and its historic, scenic and natural resources." The TSC shall also play an active role in the implementation of its planning recommendations. In the furtherance of these objectives, the TSC shall study, make recommendations on, and take appropriate action for the improvement of the Town's built transportation network, including but not limited to the following:

1. Planning and design of improvements to roadways (including state highways), intersections, and other transportation facilities (including streetscape improvements).
2. Development of a prioritization plan for recommended improvements.
3. Development of an integrated plan for safely accommodating bicycle travel throughout the Town in cooperation with the Bike Path Study Committee.
4. Development of plans for roadway sign consolidation and provision of gateway ideas throughout the Town.
5. Investigation of methods and sources of funding for the above purposes.

This charge shall be carried out as to be substantially consistent with the goals and recommendations of Section 7.0.0 of the Harwich Comprehensive Plan.

## ADMINISTRATIVE ASPECTS

The TSC shall file an annual report with the Board of Selectmen for inclusion in the Town's annual report.

Meeting minutes shall be kept in accordance with applicable law, with copies to be sent to the Board of Selectmen and Town Clerk.

The Traffic Safety Committee shall be appointed by the Board of Selectmen and composed of five members for a one-year term as follows: Three Citizens-At-Large, One representative from the Bike Path Study Committee and One representative from the Planning Board.

Traffic Safety Committee established  
by Vote of the Board of Selectmen  
at a Public Meeting, December 13, 1994.

addition it studies and makes recommendations to the Town Administrator and to the Board of Selectmen on matters concerning the physical, economic, and environmental development of the town. The Planning Board has further regulatory responsibilities delegated under the state Subdivision Control Act (M.G.L. Ch. 41, Sections 81K-81GG) including the review of subdivisions plans. In addition it serves as a special permit granting authority. The Planning Board is comprised of seven full members and two alternate members, all appointed by the Board of Selectmen for 3-year overlapping terms. Officers include a Chair and a Vice Chair/Clerk. The Planning Board generally meets twice a month with one meeting focusing on regulatory reviews and one meeting reserved for general planning business. From time-to-time, subcommittees of the Planning Board are created or a series of working sessions are established to provide a more detailed look at an important planning issue.

#### **REAL ESTATE AND OPEN SPACE COMMITTEE**

#### **RECREATION AND YOUTH COMMISSION**

The Recreation and Youth Commission for the Town of Harwich is a 7-member Commission whose primary responsibilities are setting policy and fees, as well as, the oversight of the Recreation and Youth Department Annual Budget. Oversight includes Town Parks, Fields, Beaches and Memorial Squares. Members of the Recreation and Youth Commission are appointed by the Harwich Board of Selectmen to 3-year terms.

#### **SAQUATUCKET HARBOR DEVELOPMENT COMMITTEE**

#### **TRAILS COMMITTEE**

#### **TRAFFIC COMMITTEE**

#### **TREASURE CHEST COMMITTEE**

#### **UTILITY & ENERGY CONSERVATION COMMISSION**

This Commission consists of five individuals appointed by the Board of Selectmen for overlapping three year terms. The commission is an advisory group for the selectmen. No budget has been established. The mission of the commission is to consider all energy related issues which could affect the town and its residents. They have evaluated energy conservation potential for all town departments and have met with various departments, interfacing with the board of selectmen as required. Any recommendation for action which affects the town are forwarded for approval by the board. Members of the commission have also served as representatives to both the Cape Light Compact and the Cape and Vineyard Electric Coop. Areas recently active for this commission are Energy Conservation, Alternate Energy sources, wind power, solar installations. This commission interacts with the Town Administrator, providing him/her technical support and recommendations for action by the board.

#### **VOTER INFORMATION COMMITTEE**



CHARGE OF THE  
UTILITY AND ENERGY CONSERVATION COMMITTEE

A Utility and Energy Conservation Committee of five (5) members shall be appointed by the Board of Selectmen for three (3) year staggered terms.

The Utility and Energy Conservation Committee shall conduct an energy audit of all Town facilities (including school facilities) within one year, and make energy management recommendations to the Board of Selectmen. The energy audit shall be documented in a written report and all energy management recommendations substantiated with cost/benefit calculations. The committee shall prioritize its energy management recommendations.

The committee shall review the plans and design documents for all new and renovation projects associated with Town facilities during the design phase. The review shall consist of identification of energy efficiency and conservation measures which could reduce the life cycle operating costs of these facilities. Where appropriate, the committee will work with the relevant building committee to develop projections relative to utility consumption and cost.

The committee shall review the Town's monthly electric and fuel bills, and develop a data base relative to consumption and cost.

The committee will act as the Town's liaison to the Barnstable County Energy Task Force and advise the Board of Selectmen on all local aspects of the pending restructuring of the electric utility industry.

The committee will investigate the possibility/feasibility of relocating utility equipment underground in selected areas of the town, and shall investigate other electric, gas and/or telephone issues as directed by the Board of Selectmen.

ADMINISTRATIVE RESPONSIBILITIES

The Utility and Energy Conservation Committee shall meet on a regular basis, elect a chairperson and elect a recording secretary. The committee shall obey the open meeting laws and the Town's handbook. Furthermore, the committee shall not expend any funds without the expressed permission of the Board of Selectmen.

The Utility and Energy Conservation Committee  
Adopted by Board of Selectmen action on  
December 19, 1995.

April 28, 2021

Fellow Selectmen,

At last year's Town Meeting, held in September on the ball field at Monomoy Regional High School, the meeting took up and passed Article 44 titled New Climate Policy Bylaw. The language proposed acknowledged that a climate emergency caused by human activity exists and is a threat to health, safety, and economic security to the residents of our Town. It goes on to propose adopting a policy of reducing net greenhouse gases, as is technically feasible, to zero and directs that all officers and departments of the town take such measures as are feasible to implement this reduction.

The Article was originally proposed as a by-law but was, by motion, passed and adopted in the form of a resolution and request the Board of Selectmen to convene a public forum for the purpose of discussing the resolution and determining whether a by-law is necessary to implement the as stated goal of a zero net carbon footprint.

One way to implement the spirit of the approved article would be to form a Climate Action Committee. A number of towns in the commonwealth and on Cape Cod, from Falmouth at one end to Truro at the other, have formed these types of committees. I feel that creation of a committee to take up this topic is much preferable to holding a public forum to determine whether a broad goal is implemented by policy, resolution or by-law. This is an immensely complex matter touching not only energy use but including study of the outcomes of development patterns, encouraging urban forests, water use, waste water implementation, coastal resiliency, and many other topics.

Adopting a policy statement without substantive work behind it to provide a base for making decisions on how to implement the broad goals provides the with little basis to do our part in reacting to the global climate emergency. There are a number of people in town that are interested in and concerned about this topic. They have been meeting informally for quite some time and I believe would be interested in volunteering for this effort to assist the town.

I have included a draft of a Climate Action Committee charge. Quite honestly this has been crafted by taking the parts of several committee charges which are applicable to Harwich. Also included is the copy of the U. S. Mayors Conference Climate Protection Agreement which is referenced in the proposed charge.

I would ask that this charge be adopted and the committee established to provide an action taken in to implement the request made at last years Town Meeting with the passage of Article 44. I also believe that this is an action that we, and all towns need to take to begin to make progress in rolling back the impacts of climate change. We can't take action for other towns but we can take action here, in cooperation with other cape towns, to begin to have an impact in our piece of the paradise that is our earth.

Ed McManus





## The U.S. Mayors Climate Protection Agreement

(As presented to the 82<sup>nd</sup> Annual U.S. Conference of Mayors Meeting, Dallas, 2014)

- I. **National Action:** As leaders of the nation's cities, we continue to urge the federal and state governments to enact bipartisan legislation, policies and programs to assist mayors in their efforts to lead the nation toward energy independence, create American jobs that can't be shipped overseas, and protect our environment, eliminate waste, and fight climate change. Such efforts will help achieve the national target of reducing greenhouse gas emissions in the range of 17 percent by 2020 and urge the United States to adopt an ambitious post 2020 target. We urge congress to enact policies and programs that:
- a. Promote greater energy independence and reduce the United States' dependence on fossil fuels;
  - b. Accelerate energy efficiency and the development of clean, economical and renewable energy technologies such as cogeneration, LED/other energy-efficient lighting, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels; and
  - c. Adapt city buildings, homes, facilities and infrastructures to address changing climatic conditions.

We urge the federal government to reduce carbon pollution through existing authorities such as the Clean Air Act, Appliance Efficiency Standards, Federal Transportation Investments, and Renewable Energy and Energy Efficiency loan and grant programs, including refunding of energy block grant program, and by proposing new legislative initiatives.

II. **Local Action:**

- a. **Mitigation:** We will strive to establish and meet or exceed locally-established targets for reducing energy use, especially fossil fuels, by taking actions in our own operations and throughout our communities, placing particular emphasis on engaging the community – citizens, businesses, schools and organizations – in a concerted campaign to set and achieve such targets through actions such as:
  - i. Develop an energy plan that addresses and includes water, wastewater and stormwater runoff, heat island effects, preservation of open space and an inventory of emissions from fossil fuels for city operations and for the community using established metrics, set reduction targets and adopt elements that address how to harden and adapt city systems and infrastructures to climatic events;
  - ii. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
  - iii. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;

- iv. Increase the use of clean, alternative energy by supporting the development of renewable energy resources, building the renewable energy technology manufacturing capacity of cities, recovering landfill methane for energy production, and supporting the use of waste to energy technology;
- v. Make energy efficiency and resilience a priority through building code improvements, retrofitting city facilities with energy efficient lighting, urging employees to conserve energy and save money and other actions to maximize the performance of the city buildings;
- vi. Increase the average fuel efficiency of municipal fleet vehicles, reduce the number of vehicles, launch an employee education program including anti-idling messages, and convert diesel vehicles to bio-diesel;
- vii. Evaluate opportunities to increase energy efficiency in water and wastewater systems, recover wastewater treatment methane for energy production, and harden these systems to respond to sea level rise and other climatic events threatening the delivery of these services;
- viii. Increase recycling rates in city operations and in the community;
- ix. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO<sub>2</sub>; and
- x. Help educate the public, schools, other jurisdictions, professional associations, business and industry about the importance of energy efficiency and renewable energy development in reducing carbon and actions necessary to adapt buildings, systems, and infrastructures to respond to changing climate conditions.

**b. Resilience:** We support investment in climate preparedness strategies that implement the use of green infrastructure to increase resilience of city water systems, encourage preparedness policies that take into account a city's most vulnerable populations and disproportionately affected citizens, and work with state and federal officials to have disaster response systems in place to deal with acute stresses to a city or region. We pledge further to increase community preparedness by assessing and addressing projected impacts such as sea level rise, increased storm surge, extreme heat, drought, floods, and wildfires.

**III. Advocacy:** We pledge to support a grassroots movement, engaging young people especially, in support of conservation initiatives, such as Arbor Day, Earth Day, community events, locally-established conservation corps and other activities, and to recognize "conservationists" in our city as part of a systematic campaign over time to renew and reaffirm public commitments to long-established conservation values in our city, state and nation. We further pledge to work as global ambassadors to share best practices with mayors everywhere.

# Climate Action Committee

The Climate Action Committee's primary focus will be to investigate, study, and make recommendations to the Board of Selectmen:

- The carbon footprint and impact of all Town-owned facilities and equipment.
- Methods for minimizing the Town's footprint.
- The Town's vulnerabilities to the consequences of climate change.
- Methods for minimizing the Town's vulnerabilities to the consequences of climate change.

The Climate Action Committee will also maintain communications with the Harwich Utility and Energy Conservation Committee and the Harwich Recycling Committee, as well as with other Climate Action Committees in Barnstable County, and with county and state commissions, to ensure that Harwich works effectively with the wider community in achieving the above Town goals.

The Climate Action Committee may also recommend to the Board of Selectmen whatever actions are necessary to implement the Town's commitment to the U.S. Mayors' Conference Cities Climate Protection Agreement, and, if approved, take such actions, including:

- To prepare a baseline study of the greenhouse gas emissions of the entire town of Harwich, including municipal, residential, institutional, and commercial sectors, in concert with the Harwich Utilities and Energy Conservation Committee.
- To prepare a baseline study of Harwich's vulnerabilities to the consequences of climate change that builds on work initiated by staff and regional efforts.
- To prepare recommendations outlining the specific policies necessary to achieve carbon reduction and vulnerability mitigation goals, for the approval of the Board of Selectmen, in concert with the Harwich Utilities and Energy Conservation Committee.
- To conduct public education and outreach to residents, homeowners, business, and other stakeholders about Harwich's carbon footprint and its climate vulnerabilities.
- To provide meaningful options for individuals to reduce carbon footprint, including options for groups and/or neighborhoods.
- To draft a community-wide climate action plan for Harwich that sets short and long-term goals for reducing Harwich's carbon footprint and its climate vulnerabilities to the maximum extent practical. (This plan should be developed in conjunction with, or part of, our Comprehensive Plan update.
- To provide an annual report for inclusion in the Annual Town Report describing its efforts and accomplishments.

## Committee Structure and Term

The Climate Action Committee will include seven (7) citizen members-at large and one alternate member. The appointments will be for three years terms with the initial appointments made for one, two and three year terms to establish a staggered reappointment process. The committee may establish sub-committees to divide up the work of the committee and involve additional members of the community. Staff assistance will be assigned as deemed appropriate by the Town Administrator. The Committee is authorized to seek outside expert advice and grant funding to assist it in its work. If funding is deemed necessary for expert advice, or other expenses, an expense budget should be submitted in advance to the Town Administrator for possible inclusion in the Town's annual budget process.

This is to be considered a standing committee and will serve until such time as the Board of Selectmen determine that the need for the committee has been met. The committee will report annually to the Board of Selectmen and at such other times as they deem appropriate or necessary to inform or seek approval for a specific action or proposal.

# Chatham Energy and Climate Action Committee

## Overview

### Committee Charge

The charge of the Chatham Energy and Climate Action Committee is to reduce the community's contribution to climate change, with a focus on ensuring our energy infrastructure is cleaner, leaner, and more resilient, and to prepare, coordinate and execute mitigation actions and adaptation strategies that anticipate and respond to the effects of climate change. This will include:

- Establishment of energy and emissions inventories for the Town and the setting of goals for energy and emissions reductions.
- Assessment of the scope for energy conservation and for renewable energy use in Town buildings and by Town transport.
- Recommendation of feasible projects for energy conservation and for renewable energy use.
- Review of Town by-laws to promote energy conservation and renewable energy use.
- Educational outreach for Chatham citizens
- Formulate and advance mitigation and adaptation strategies, and
- Educate and engage residents and businesses on expected climate change hazards and impacts and mitigation opportunities.

The Energy and Climate Action Committee will work in cooperation with other Town Board and Committees, as well as Town employees, in carrying out its charge. This will include but not be limited to cooperation and liaison with:

- Select Board
- Coastal Resources
- Community Development and Planning Board
- Conservation Division
- Facilities and Public Works Department
- Natural Resources Department
- Shellfish Advisory Committee

The Energy and Climate Action Committee will also seek the cooperation and assistance of relevant governmental agencies, non-profit organizations, businesses, and the public.



OFFICE OF THE SELECTMEN  
732 MAIN STREET  
HARWICH, MA 02645  
508-430-7513

### APPLICATION FOR ENTERTAINMENT LICENSE

Weekday Entertainment (\$75)  1 day (\$25)  New application \_\_\_\_\_  
 Batters Box (\$50)  Renewal \_\_\_\_\_  
 Go Carts (\$50)  Annual \_\_\_\_\_  
 Miniature Golf (\$50)  Seasonal \_\_\_\_\_  
 Trampolines (\$25)  Opening Date \_\_\_\_\_  
 Theater (\$150 per cinema)  
 Automatic Amusement:  
 Juke Box (\$100 each)  
 Video Games (\$100 each)  Other \_\_\_\_\_

Business Name Wine & Spirits Tavern Phone 508-430-1250

Business Address 86 Sisson Rd Harwich Port MA 02646

Mailing Address \_\_\_\_\_

Owners Name & Address Petrick + Anne Wiseman

Email Address Daise 812@gmail.com

Managers Name & Address Danae Wiseman

**TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):**

10/15/21 one night wedding 5-10 pm indoor  
Main Dining Room

#### ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert  Dance  Exhibition  Cabaret  Public Show  Other  
 Dancing by Patrons  
 Dancing by Entertainers or Performers  
 Recorded or Live Music  
 Use of Amplification System  
 Theatrical Exhibit, Play or Moving Picture Show  
 A Floor Show of Any Description  
 A Light Show of Any Description  
 Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

\_\_\_ Yes        ✓   No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: \_\_\_\_\_  
\_\_\_\_\_
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: \_\_\_\_\_  
\_\_\_\_\_
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: \_\_\_\_\_  
\_\_\_\_\_
4. Identify whether and how you will regulate access by minors to the premises: \_\_\_\_\_  
\_\_\_\_\_

Days/Hours of Business Operation   5-10  

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

  *[Signature]*     General Manager   Federal I.D. # \_\_\_\_\_  
Signature of applicant & title

\_\_\_\_\_ Federal I.D. # \_\_\_\_\_  
Signature of individual or corporate name

\_\_\_\_\_ Federal I.D. # \_\_\_\_\_  
Signature of Manager

\_\_\_\_\_ Federal I.D. # \_\_\_\_\_  
Signature of Partner

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

  *[Signature]*    
Building Commissioner

  *[Signature]*    
Board of Health

  *[Signature]*    
Fire Department

  *[Signature]*    
Police Department

comments:

Required signatures to be obtained by the applicant prior to submission of new applications.

# **CONTRACTS**



## OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*  
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



# Memo

To: Board of Selectmen  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

RE: Contract with Ballard Mack Sales and Service Inc. for a 6 wheel dump truck

Date: October 12, 2021

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This memorandum corresponds to *Contracts Agenda Item. A. Discussion and possible vote to approve contract with Ballard Mack Sales & Service, Inc. for all work and furnishing services for a Granite 42FR 6 Wheel dump truck in the amount of \$204,402.00*

As you will see from the attached materials, this item is being procured through the 30B process using a Statewide Contract and funded through the approval of Article 21 of the Annual Town Meeting held on May 8, 2021.

I recommend the Board's approval and execution of this contract.

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Ballard Mack Sales & Service, Inc. with an address of 1 Mack drive, Avon MA 02322, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with Granite 42FR 6 Wheel dump truck including the technical specifications set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing October 1, 2021 through delivery.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 204,402.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 4) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Rocky Loomis, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-2226643

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
*Rocky Loomis*  
3827FCC0A2F94EB

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

DocuSigned by:  
*Rocky Loomis*  
3827FCC0A2F94EB...

\_\_\_\_\_  
Rocky Loomis Sales Rep

\_\_\_\_\_  
Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

DocuSigned by: \$204,402.00  
*Carol Coppola* (\$ \_\_\_\_\_ )  
\_\_\_\_\_  
Finance Director Contract Sum

01421A2/621021

# TECHNICAL SPECIFICATION

## GRANITE 42FR

# Attachment A

| CUSTOMER/VEHICLE INFO |  | DESCRIPTION   |
|-----------------------|--|---|
| S                     | CHASSIS (BASE MODEL)                       | GRANITE 42FR  |
| S                     | ASSEMBLY PLANT                             | Made in Macungie, PA USA  |
|                       | CUSTOMER FLEET SIZE                        | DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND         |
|                       | TYPE OF SERVICE                            | MUNICIPAL   |
| S                     | WARRANTY REGISTRATION LOCATION             | US - WARRANTY REGISTRATION LOCATION   |
|                       | EMISSION WARRANTY CERTIFICATION            | EPA (only) for Mack MP7 / MP8 Diesel  |
| S                     | INITIAL REGISTRATION LOCATION              | USA REGISTRATION  |
| S                     | LANGUAGE-PUBS/DECAL/SIGNS                  | ENGLISH   |
| S                     | ROAD CONDITION                             | WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE                              |
|                       | VEHICLE USE & BODY/TRAILER TYPE            | SNOW PLOW FRONT MOUNTED   |
|                       | TRAILER TYPE                               | FIXED DRAWBAR TRAILER AND CENTERED AXLES  |
|                       | GROSS COMBINATION WEIGHT (CA in PC29 only) | 55,000 LB (25 TONNES) GROSS COMBINATION WEIGHT                                    |
| S                     | BRAKE REGULATION                           | BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)                                   |
|                       | TOPOGRAPHY                                 | GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%                     |
| S                     | AMBIENT TEMP UPPER LIMIT (GTA)             | AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR |
| S                     | TERRAIN GRADE                              | ON-OFF HIGHWAY, STARTING GRADES<18%   |
| S                     | LOADING SURFACE                            | CONCRETE LOADING AND / OR UNLOADING SURFACE                                       |
|                       | VEHICLE VOCATION                           | CONSTRUCTION SERVICE  |

| ENGINE/TRANSMISSIONS |                            | DESCRIPTION   |
|----------------------|----------------------------|---|
|                      | ENGINE PACKAGE, COMBUSTION | MP7-325M MACK 325HP @ 1400-1900 RPM (PEAK) 2100 RPM (GOV) 1260 LB-FT, US'17 |
| S                    | GHG APPLICATION, VEHICLE   | GREEN HOUSE GAS VOCATIONAL APPLICATION                                      |
|                      | TRANSMISSION               | 3000 RDS 6-SP ALLISON GEN5 W/PROGNOSTICS, WITH PTO PROVISION                |
| S                    | GEARBOX 12TH GEAR LOCK-OUT | WITHOUT 12TH GEARBOX GEAR LOCK-OUT  |

| EXHAUST/EMISSIONS |                                  | DESCRIPTION  |
|-------------------|----------------------------------|--|
|                   | CARB 2008 IDLE REGULATION        | IDLE EMISSION CERTIFICATION, BASIC   |
| S                 | DPF DIESEL PARTICULATE FILTER    | CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21                   |
|                   | CHASSIS MOUNTED EMISSIONS FINISH | W/O DEF COVER & STAINLESS STEEL DPF COVER                                  |
| S                 | DEF TANK                         | 6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD                              |
|                   | EXHAUST                          | SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END |
|                   | EXHAUST STACK HEIGHT             | 9' 6" FROM GROUND  |
|                   | EXHAUST SYSTEM MATERIAL FINISH   | SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)       |
|                   | EMISSION ON BOARD DIAG CONTROL   | EMISSION OBD, DISPLAY ONLY, USA2022  |

| ENGINE EQUIPMENT |                         | DESCRIPTION   |
|------------------|-------------------------|---|
| S                | AIR CLEANER             | UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD     |
| S                | BUG SCREEN              | BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER |
| S                | AIR COMPRESSOR/DRYER    | WABCO AIR DR SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR         |
| S                | AIR DRYER POSITION (CA) | AIR DRYER POSITION STANDARD   |
| S                | ALTERNATOR              | DELCO 12V 160A (28SI) BRUSH-TYPE  |
| S                | BATTERIES               | (3) MACK 12V 650/1950 CCA THREADED STUD TYPE                                |



# TECHNICAL SPECIFICATION (cont.)



| ENGINE EQUIPMENT |  | DESCRIPTION   |
|------------------|--|---|
| S                | BATTERY BOX - MOUNTING                   | LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)                                    |
| S                | BATTERY BOX COVER                        | MOLDED PLASTIC  |
|                  | BATTERY DISCONNECT SWITCH                | FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE   |
| S                | STARTER MOTOR                            | 12 VOLT DELCO 39MT-MXT  |
| S                | ENGINE BRAKE                             | MACK MP7 POWERLEASH   |
| S                | FAN DRIVE                                | BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE                                      |
|                  | COOLANT PROTECTION                       | ETHYLENE GLYCOL EXTENDED LIFE COOLANT (50/50 MIX DYED RED) TO -34DEG, W/ LONG LIFE FILTER |
|                  | RADIATOR TYPE                            | RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm) |
|                  | HOSES - RADIATOR/HEATER                  | SILICONE RADIATOR & HEATER HOSES W/BREEZE CONSTANT TORQUE CLAMPS ON ALL COOLANT LINES     |
| S                | FUEL-WATER SEPARATOR                     | MACK W/MANUAL DRAIN VALVE W/ HOT RECIRCULATION (INTEGRAL W/ PRIMARY FUEL FILTER)          |
| S                | PRIMARY FUEL FILTER POSITION (CA)        | STANDARD FUEL FILTER POSITION   |
|                  | ENGINE HEATERS                           | 120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)  |
|                  | OIL PAN                                  | CORROSION RESISTANT OIL PAN   |
| S                | ENGINE STOP, EMERGENCY (CA in PC29 only) | WITHOUT ENGINE STOP, EMERGENCY  |

| CLUTCH/TRANS EQUIPMENT |                                     | DESCRIPTION   |
|------------------------|-------------------------------------|---|
|                        | GEAR SHIFTER                        | ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES) |
| S                      | CLUTCH ACTUATION SYSTEM & PEDAL PAD | WITHOUT CLUTCH CABLE SYSTEM   |
|                        | DRIVELINE - MAIN                    | SPICER 1760 W/COATED SPLINES (PROPS-M)                              |
|                        | PROPELLR SHAFT MAIN, UNVSL JNT      | UNIVERSAL JOINT HALF-ROUND TYPE                                     |
| S                      | TRANSMISSION OUTPUT TORQUE          | TRANSMISSION OUTPUT TORQUE BASIC                                    |
| S                      | BELL HOUSING                        | ALUMINUM  |
|                        | LUBRICANTS, TRANSMISSION            | TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS                           |
|                        | TRANSMISSION OIL COOLER             | ALLISON TRANS. W/DIRECT MOUNT COOLER & SS COOLANT TUBES             |

| FRONT AXLE EQUIPMENT |                              | DESCRIPTION  |
|----------------------|------------------------------|--|
| S                    | FRONT AXLE                   | 18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS |
| S                    | SPRINGS - FRONT              | MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS                     |
| S                    | FRONT AXLE BRAKES            | MERITOR "S" CAM TYPE 16.5" x 6" Q+   |
| S                    | BRAKE, FRONT                 | CAST IRON  |
|                      | FRONT AXLE BRAKE DUST SHIELD | DUST SHIELDS FOR FRONT AXLE  |
| S                    | FRONT BRAKE ADJ. MANUFACTURE | HALDEX - AUTOMATIC   |
| S                    | FRONT BRAKE CHAMBER MFG.     | FRONT BRAKE CHAMBER MANUFACTURER, MGM  |
| S                    | HUB MATERIAL, FRONT          | FERROUS  |
| S                    | SHOCK ABSORBER, FRONT        | DOUBLE ACTING TYPE   |
| S                    | STEERING                     | SHEPPARD SD110   |
| S                    | LUBRICANTS, FRONT AXLE       | PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE   |

| REAR AXLE EQUIPMENT |                        | DESCRIPTION   |
|---------------------|------------------------|---|
|                     | REAR AXLE - SINGLE     | 26000# (11800kg) MERITOR RS-26-185 SINGLE REDUCTION |
| S                   | REAR AXLE CASING WIDTH | W/O WIDE TRACK AXLE                                 |
|                     | CARRIER - REAR AXLE    | VENDOR CARRIER                                      |
|                     | REAR AXLE RATIO        | 4.56 RATIO  |

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# TECHNICAL SPECIFICATION (cont.)



| REAR AXLE EQUIPMENT |                                | DESCRIPTION  |
|---------------------|--------------------------------|--|
|                     | REAR SUSPENSION - SINGLE       | 26000# MULTILEAF W/HELPER  |
|                     | BRAKES - REAR                  | MERITOR HEAVY DUTY "S" CAM 16.5"x7" Q+   |
| S                   | BRAKE, DRIVE, REAR             | CAST IRON  |
| S                   | REAR BRAKE ADJ MANUFACTURE     | HALDEX - AUTOMATIC   |
|                     | DRIVE AXLE BRAKE DUST SHIELD   | DUST SHIELDS FOR REAR AXLE   |
|                     | REAR BRAKE CHAMBER SIZE        | REAR SPRING BRAKE CHAMBERS 30/30 TYPE  |
|                     | BRAKE ORI REAR-MOST DRIVE AXLE | DRUM BRAKE CHAMBER ORIENTATION: Middle Mount - Forward of Axle - Chamber Up                    |
| S                   | REAR BRAKE CHAMBER             | MGM TR3030LP3THD BRAKE CHAMBERS  |
| S                   | HUB MATERIAL, DRIVE            | IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT  |
| S                   | LUBRICANTS, REAR AXLE(s)       | FACTORY OPTION LUBE - REAR AXLE 80W-90   |
|                     | TRACTION DIFFERENTIAL          | DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK FRT RR AXLE, MANUAL AIR VALVE W/WARNING LIGHT. |
| S                   | ANTILOCK BRAKE SYSTEM          | BENDIX WITH TRACTION CONTROL 4S4M  |
| S                   | BRAKE VALVE VERSION            | BENDIX SWITCHES AND VALVES WHERE POSSIBLE  |

| FRAME EQUIPMENT/FUEL TANKS |                                | DESCRIPTION  |
|----------------------------|--------------------------------|--|
|                            | WHEELBASE                      | 180"   |
|                            | AF (OVERHANG)                  | 63"  |
|                            | FRAME RAILS & LINERS           | 11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN |
|                            | FRONT FRAME LENGTH             | BUMPER POSITION EXTENDED 20" (SNOW)                                |
| S                          | CROSSMEMBERS                   | BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL              |
| S                          | REAR CROSSMEMBER OPTIONS       | STEEL CLOSING REAR CROSSMEMBER                                     |
| S                          | REAR FRAME TREATMENT           | WITHOUT TAPERED FRAME RAIL ENDS                                    |
| S                          | FRONT BUMPER                   | EXTENDED-SWEPT BACK-STEEL  |
| S                          | TOWING DEVICE, FRONT           | HOOKS  |
| S                          | FUEL LEVEL SENDER UNIT, LIQUID | BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK                        |
| S                          | FUEL TANK - LH                 | 66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED                   |
| S                          | FUEL TANK - RH                 | W/O RH FUEL TANK   |
| S                          | FUEL HOSES, LIQUID             | BRAIDED HOSE   |
| S                          | FUEL FILLER NECK OPTIONS       | WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP        |
|                            | FUEL LINE OPTIONS, LIQUID      | W/O FUEL LINE OPTION   |
| S                          | CAB INSTEP VERSION             | STANDARD 2 STEP CAB ACCESS   |
|                            | STEPS (BRIGHT) - FUEL TANK     | STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS                     |

| AIR/BRAKE |                         | DESCRIPTION   |
|-----------|-------------------------|---|
| S         | AIRTANK DRAIN VALVE     | MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS                                |
|           | AIRTANK MATERIAL        | ALUMINUM AIR TANK PAINTED CHASSIS COLOR                                   |
| S         | RELOCATE AIR RESERVOIRS | W/O RELOCATED AIR TANKS   |
|           | PARKING BRAKE VALVE     | TWO (2) VALVE DUAL BRAKE SYSTEM - TRAILER SUPPLY AND TRACTOR-TRAILER PARK |

| ELECTRICAL |                                   | DESCRIPTION  |
|------------|-----------------------------------|--|
|            | BACK-UP ALARM                     | ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB                                     |
|            | DASH MOUNTED SWITCHES             | (4) 15A, IGNITION POWERED, (2) 15A BATTERY POWERED, ALL LATCHING ON/OFF                |
| S          | ROOF & SIDE MARKER LIGHTS         | (5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL         |
|            | AUXILIARY LAMPS (CA in PC29 only) | DASH CTRL/PWR SUPPLY/LOCAL INST PLOW LAMPS W/LEAD FURN@ GRILL W/2W/3W WEATHER PACK CON |

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**TECHNICAL SPECIFICATION** (cont.)

| <b>ELECTRICAL</b> |                               | <b>DESCRIPTION</b>  |
|-------------------|-------------------------------|---|
| <b>S</b>          | DAYTIME RUNNING LIGHTS        | W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED  |
| <b>S</b>          | DRL OVERRIDE SPEED THRESHOLD  | DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)               |
| <b>S</b>          | TAIL LAMPS                    | INCANDESCENT TAIL LAMPS                                   |
|                   | WORK LIGHTS - CHASSIS MOUNTED | RH/LH LED WORK LIGHT (STEPS & GROUND) ON BOTH SIDES TRUCK |

| <b>TRAILER CONNECTIONS</b> |   | <b>DESCRIPTION</b>                          |
|----------------------------|---|---|
|                            | TRAILER CONNECTION POSITION (CA in PC29 only) | TRAILER AIR BRAKE CONNECTIONS, END OF FRAME |
|                            | TRAILER ELECTRICAL RECEPT                     | SINGLE 7 PINS STD SAE TYPE, END OF FRAME    |

| <b>PTO</b> |                                | <b>DESCRIPTION</b>  |
|------------|--------------------------------|---|
|            | POWER TAKE OFF CONTROL         | TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION |
| <b>S</b>   | PTO TRANS NEUTRAL CONTRL CHECK | W/O NEUTRAL CONTROL   |
| <b>S</b>   | BODY BUILDER INTERFACE         | BODY LINK III W/CAB PASS-THRU   |

| <b>SPECIALTY EQUIPMENT</b> |                           | <b>DESCRIPTION</b>          |
|----------------------------|---------------------------|-----------------------------|
| <b>S</b>                   | LANE SUPPORT SYSTEM (LSS) | WITHOUT LANE SUPPORT SYSTEM |
| <b>S</b>                   | DATA CAPTURE              | WITHOUT DATA CAPTURE        |
| <b>S</b>                   | CAMERA, SURVEILLANCE      | WITHOUT CAMERA              |

| <b>CAB INTERIOR (A THRU G)</b> |  | <b>DESCRIPTION</b>   |
|--------------------------------|--|--|
| <b>S</b>                       | GAUGES - UNIT OF MEASURE                         | U.S. UNITS (PREDOMINANT)   |
|                                | GUAGE - PACKAGE, SECONDARY                       | 2ND GA PKG W/ENG OIL TEMP, TRANS OIL TEMP, PYRO, BOOST PRESS                           |
|                                | GAUGE - REAR AXLE OIL TEMP                       | REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)                           |
|                                | AUXILIARY PNEUMATIC OUTLET CAB (CA in PC29 only) | AUX. INCAB PNEUMATIC LINE CLEANOUT   |
| <b>S</b>                       | AIR CONDITIONING/HEATER                          | BLEND AIR HVAC W/"ATC" TEMP REGULATION   |
| <b>S</b>                       | DOME LAMP, INTERIOR                              | (4) DOME LAMPS - DOOR AND SWITCH ACTIVATED   |
| <b>S</b>                       | DASH INDICATOR - LAMP BODY OUT OF POS            | DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"                                   |
|                                | FIRE EXTINGUISHER                                | 5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR WITH VALVE AIMED REARWARD |
| <b>S</b>                       | CARBON MONOXIDE DETECTION SYS                    | WITHOUT CARBON MONOXIDE DETECTION SYSTEM   |
| <b>S</b>                       | FLOOR COVERING                                   | POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS                                       |

| <b>CAB INTERIOR (H THRU R)</b> |                          | <b>DESCRIPTION</b>   |
|--------------------------------|--------------------------|--|
| <b>S</b>                       | INSTMNT CLUSTER LANGUAGE | DEFAULT: ENGLISH, SPANISH, FRENCH  |
| <b>S</b>                       | KEY TYPES FOR DOORS      | ALL CHASSIS KEYED AT RANDOM  |
| <b>S</b>                       | DOOR OPENING OPTIONS     | W/O ELECTRONIC KEYLESS ENTRY   |
| <b>S</b>                       | FORWARD OVERHEAD STORAGE | (2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS |
| <b>S</b>                       | AUDIO ACCOMMODATION      | PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH                            |
| <b>S</b>                       | ANTENNA - RADIO          | RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR                                      |
|                                | ANTENNA - CB RADIO       | PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)                          |
| <b>S</b>                       | POWER LEADS              | POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE               |
| <b>S</b>                       | AUDIO SPEAKER LOCATION   | SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL                             |
| <b>S</b>                       | COM.RADIO PREP KIT (CB)  | CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE                              |
| <b>S</b>                       | AUXILIARY REAR WINDOW    | REAR WINDOW (FIXED TYPE)   |

**TECHNICAL SPECIFICATION** (cont.)

| <b>CAB INTERIOR (H THRU R)</b> |                               | <b>DESCRIPTION</b>  |
|--------------------------------|-------------------------------|---|
| <b>S</b>                       | REAR WALL STORAGE COMPARTMENT | STORAGE POUCH REAR  |
|                                | REFLECTOR KIT                 | EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC |

| <b>CAB INTERIOR (S THRU Z)</b> |                             | <b>DESCRIPTION</b>   |
|--------------------------------|-----------------------------|--|
| <b>S</b>                       | INTERIOR TRIM LEVELS        | STANDARD PACKAGE, STEEL GRAY (Package 11A)   |
| <b>S</b>                       | SEAT - DRIVER'S             | MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR  |
| <b>S</b>                       | SEAT COVERING - DRIVER'S    | DRIVER'S SEAT - STEEL GREY VINYL   |
|                                | SEAT - PASSENGER'S          | MACK-FIXED, HIGH BACK, W/ STORAGE BOX  |
| <b>S</b>                       | SEAT COVERING - PASSENGER'S | PASSENGER'S SEAT - STEEL GREY VINYL  |
|                                | SEAT ARMREST                | INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT  |
| <b>S</b>                       | SEAT BELT(S)                | LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT (NOT AVAIL W/EXTENDED RIDER SEAT) |
| <b>S</b>                       | IGNITION TYPE               | KEY TYPE   |
|                                | STEERING WHEEL              | 2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES  |
| <b>S</b>                       | WINDSHIELD TYPE             | TWO PIECE WINDSHIELD   |
| <b>S</b>                       | CAB GLASS                   | TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)                                       |
| <b>S</b>                       | WASHER RESERVOIR POSITION   | W/O WINDSHIELD WASHER OPTION   |
| <b>S</b>                       | WINDSHIELD WIPERS           | 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE  |

| <b>CAB EXTERIOR</b> |                                   | <b>DESCRIPTION</b>  |
|---------------------|-----------------------------------|---|
| <b>S</b>            | HOOD LATCH TYPE & FINISH          | STRAP TYPE HOOD LATCH WITH BLACK FINISH                                     |
|                     | EXTERIOR TRIM FINISH AND PACKAGES | GRANITE BRIGHT AIR INTAKE   |
|                     | GRILLE                            | BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED                   |
| <b>S</b>            | PASSENGER SIDE VISIBILITY OPTIONS | AUXILIARY WINDOW IN RH DOOR   |
|                     | GRAB HANDLES                      | BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST |
|                     | HORN - AIR                        | (2) MACK RECTANGULAR SINGLE TRUMPET (ONE EACH SIDE OF CAB ROOF)             |
| <b>S</b>            | HORN - ELECTRICAL                 | SINGLE TONE   |
|                     | MIRRORS - EXTERIOR                | FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, WITH LAMPS                   |
|                     | MIRRORS - CONVEX TYPE CAB DOORS   | BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX                           |
|                     | SUN VISOR - EXTERIOR              | SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)                                   |

| <b>AERODYNAMIC DEVICES</b> |                                   | <b>DESCRIPTION</b>                 |
|----------------------------|-----------------------------------|------------------------------------|
| <b>S</b>                   | CAB AERODYNAMIC PACKAGES          | WITHOUT CAB AERODYNAMIC DEVICES    |
| <b>S</b>                   | FRONT CHASSIS AERODYNAMIC PACKAGE | WITHOUT FRONT AERODYNAMIC FAIRINGS |

| <b>WHEELS &amp; TIRES</b> |                          | <b>DESCRIPTION</b>   |
|---------------------------|--------------------------|--|
|                           | TIRES BRAND/TYPE - FRONT | 11R24.5 H BRIDGESTONE M843 (14320 lbs) (Total for QTY = 2)   |
|                           | WHEELS - FRONT           | 24.5x8.25 ALCOA 98565x SEVERE SERVICE, CLEAN BUFFED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 2) |
|                           | TIRES BRAND/TYPE - REAR  | 11R24.5 H BRIDGESTONE M843 (26440 lbs) (ALL POSITION) (Total for QTY = 4)                                    |
|                           | WHEELS - REAR            | 24.5x8.25 ALCOA 98U63x CLEAN BUFFED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 4)                 |
| <b>S</b>                  | DRIVE WHEEL STUDS        | DRIVE WHEEL STUDS LONGER LENGTH  |
| <b>S</b>                  | TIRE INFLATION VALVE     | STANDARD VALVE STEMS AND CAPS  |
| <b>S</b>                  | FRONT HUB/WHEEL TRIM     | WITHOUT FRONT HUB/WHEEL TRIM   |
| <b>S</b>                  | REAR HUB/WHEEL TRIM      | WITHOUT REAR HUB/WHEEL TRIM  |

**TECHNICAL SPECIFICATION** (cont.)

| <b>WHEELS &amp; TIRES</b> |                             | <b>DESCRIPTION</b>            |
|---------------------------|-----------------------------|-------------------------------|
| S                         | WHEEL NUT & FINISH, FRONT   | WHEEL NUT BASIC FINISH, FRONT |
| S                         | WHEEL NUT FINISH, REAR (CA) | WHEEL NUT BASIC FINISH, REAR  |

| <b>COMMUNICATION SYSTEMS</b> |  | <b>DESCRIPTION</b>  |
|------------------------------|--|---|
| S                            | CO-PILOT - DISPLAY FEATURES ACCESS LEVEL | CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1                             |
| S                            | TELEMATIC GATEWAY                        | TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES |

| <b>ENGINE ELECTRONICS</b> |                                   | <b>DESCRIPTION</b>  |
|---------------------------|-----------------------------------|---|
| S                         | OIL PRESSURE, ENGINE SHUTDOWN     | OIL PRESSURE, ENGINE SHUTDOWN                             |
| S                         | COOLANT TEMP, ENGINE SHUTDOWN     | COOLANT TEMP, ENGINE SHUTDOWN                             |
| S                         | ENGINE PROTECTION SYSTEM          | ENGINE PROTECTION (SHUTDOWN)                              |
| S                         | ENGINE IDLE CONTROL               | IDLE CONTROL, 650 RPM                                     |
| S                         | SMART IDLE ELEVATED IDLE RPM TIME | INCREASE 10 MINUTE MAXIMUM TIME                           |
| S                         | IDLE S/D ABS TAMPER CHECK         | IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED                   |
| S                         | IDLE S/D WARNING TIME             | 30 SEC IDLE S/D WARNING TIME                              |
| S                         | IDLE S/D IF WARM-UP TEMP          | 38C DEG (100F), WARM UP TEMP DELAY                        |
| S                         | IDLE S/D WARM-UP TIMER            | 5 MIN. WARM UP TIME DELAY                                 |
| S                         | IDLE S/D IF PTO ACTIVE            | ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE        |
| S                         | IDLE SHUTDOWN IF POWER > LIMIT    | ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT  |
| S                         | IDLE S/D OVERRIDE %ENGINE LOAD    | IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD     |
| S                         | AMBIENT TEMP MIN TRESHOLD         | AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)           |
| S                         | AMBIENT TEMP MAX TRESHOLD         | AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)           |
| S                         | EL HD THROTTLE,MAX ROAD SPEED     | ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH) |
| S                         | EL HAND THROTTLE,MAX ENG SPEED    | ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM      |
| S                         | EL HAND THROTTLE,MIN ENG SPEED    | ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM       |
| S                         | EL HD THROTTLE,SPEED RAMP RATE    | ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC    |

| <b>TRANSMISSION ELECTRONICS</b> |   | <b>DESCRIPTION</b>   |
|---------------------------------|---|--|
|                                 | TRANSMISSION ELECTRONICS PACKAGE            | DUMP/VOCATIONAL/PLOW(175) - REQUIRES SERVICE BRAKE TO ENGAGE GEAR (4TH GEAR LIMIT SECONDARY FOR PLO  |
|                                 | TRANSM AUTO NEUTRAL ON P-BRAKE              | ALLISON PARK BRAKE AUTO NEUTRAL-REQUIRES PARK BRAKE TO BE DISENGAGED PRIOR TO SELECTING A GEAR TO DR |
| S                               | TRANSMISSION ELECTRONIC SHIFTING PROPERTIES | W/O ALLISON FUELSENSE 2.0 PROGRAMMING  |

| <b>VEHICLE ELECTRONICS</b> |                               | <b>DESCRIPTION</b>   |
|----------------------------|-------------------------------|--|
| S                          | ROAD SPEED LIMITER SETTING    | 105 KM/H ROAD SPEED LIMITER(65 MPH)                        |
|                            | PEDAL RSL SETTING             | 105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)                  |
| S                          | CRUISE CONTROL                | CRUISE CONTROL   |
| S                          | CRUISE CONTROL, MAX SPEED     | MAX CRUISE, 105 KPH (65 MPH)                               |
| S                          | CRUISE CONTROL MIN SPEED      | MIN CRUISE, 32 KPH (20 MPH)                                |
| S                          | ENG BRK ENGAGE IN CRUISE      | ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED           |
| S                          | MAXIMUM ENG SPEED AT 0 MPH    | 1000 MAXIMUM ENGINE SPEED AT 0 MPH                         |
| S                          | DETECTION SPEED SENSR TMRNG   | DETECTION OF SPEED SENSOR TAMPERING, ENABLE                |
| S                          | ENG TORQUE LIMIT,SPEED SENSOR | ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED |
| S                          | DRIVER ID FUNCTION            | DRIVER ID FUNCTION, DISABLED                               |
| S                          | DR PERFORMANCE PARAMETERS     | WITHOUT DRIVER PERFORMANCE PARAMETERS                      |

**TECHNICAL SPECIFICATION** (cont.)

| VEHICLE ELECTRONICS |                                | DESCRIPTION  |
|---------------------|--------------------------------|--|
| S                   | ENGINE OVERSPEED,ALL COND, LOG | ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM |
| S                   | ENGINE OVERSPEED,FUELED, LOG   | ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM         |
| S                   | VEHICLE OVERSPEED,ALL COND,LOG | VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH) |
| S                   | VEHICLE OVERSPEED, FUELED, LOG | VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)  |
| S                   | ENGINE IDLE DELAY TO LOG       | ENGINE IDLE DELAY TO START LOG, 2 MIN                        |
| S                   | PERIODIC TRIP LOG DAY OF MONTH | PERIODIC TRIP LOG, DAY 1 OF THE MONTH                        |

| PTO ELECTRONICS |                                | DESCRIPTION                                |
|-----------------|--------------------------------|--|
| S               | PTO1 SINGLE SPEED CONTROL RPM. | PTO 1ST, SINGLE SPEED SETTING, 1000 RPM    |
| S               | PTO 1ST, MAX ROAD SPEED        | 1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)   |
| S               | PTO 1ST, SPEED RAMP RATE       | PTO 1ST, SPEED RAMP RATE 100 RPM/SEC       |
| S               | PTO 1ST, MAX ENGINE SPEED      | PTO 1ST, MAX ENGINE SPEED, 2100 RPM        |
| S               | PTO 1ST, ROAD SPEED LIMIT      | PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH) |
| S               | PTO 1ST, MINIMUM ENGINE SPEED  | PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM     |
| S               | PTO 2ND, SINGLE SPEED SETTING  | PTO 2ND, SINGLE SPEED SETTING, 1000 RPM    |
| S               | PTO 2ND, MAX ROAD SPEED        | 2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)   |
| S               | PTO 2ND, SPEED RAMP RATE       | PTO 2ND, SPEED RAMP RATE 100 RPM/SEC       |
| S               | PTO 2ND, MAX ENGINE SPEED      | PTO 2ND, MAX ENGINE SPEED, 2100 RPM        |
| S               | PTO 2ND, ROAD SPEED LIMIT      | PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH) |
| S               | PTO 2ND, MINIMUM ENGINE SPEED  | PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM     |

| PAINT |  | DESCRIPTION                                     |
|-------|--|---|
| S     | PAINT DESIGN   | SINGLE COLOR                                    |
| S     | PAINT TYPE   | SOLID PAINT                                     |
|       | PAINT COLOR - FIRST COLOR  | GREEN; L0105                                    |
| S     | PAINT COLOR - SECOND COLOR   | NO SECOND TRUCK COLOR PROVIDED; NO COLOR        |
| S     | PAINT COLOR - THIRD COLOR  | NO THIRD TRUCK COLOR PROVIDED; NO COLOR         |
| S     | PAINT - CAB PAINT SYSTEM   | PAINT - CAB, URETHANE CLEAR COAT                |
| S     | CAB COLOR  | SAME AS FIRST COLOR - CAB                       |
| S     | HOOD COLOR   | SAME AS FIRST COLOR - HOOD                      |
|       | SUN VISOR COLOR  | SAME AS FIRST COLOR - SUN VISOR                 |
| S     | SLEEPER ROOF COLOR   | WITHOUT SLEEPER ROOF COLOR                      |
| S     | ROOF FAIRING COLOR   | WITHOUT ROOF FAIRING                            |
| S     | CHASSIS RUNNING GEAR   | MACK BLACK (URETHANE)                           |
| S     | BUMPER   | PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR |
| S     | FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY*** | W/O OPTIONAL FUEL TANK PAINT                    |
| S     | HUBS & DRUMS-FRONT   | SAME AS CHASSIS RUNNING GEAR                    |
| S     | HUBS & DRUMS-REAR  | SAME AS CHASSIS RUNNING GEAR                    |

| BASE WARRANTY & PURCHASED COVERAGES |                        | DESCRIPTION   |
|-------------------------------------|------------------------|---|
| S                                   | VEHICLE WARRANTY TYPE  | HEAVY DUTY WARRANTY CLASSIFICATION                                      |
| S                                   | BASIC CHASSIS COVERAGE | HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)  |
|                                     | EMISSION - SURCHARGE   | EPA (only) for Mack MP7 / MP8 Diesel                                    |
| S                                   | ENGINE WARRANTY        | MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM) |

**PRICELIST DATE**  
20220103

**QUOTATION**  
PICK2021000903A458

**DATE**  
9/7/2021

**PAGE**  
8 of 10

**TECHNICAL SPECIFICATION** (cont.)

| <b>BASE WARRANTY &amp; PURCHASED COVERAGES</b> |   | <b>DESCRIPTION</b>  |
|--|---|---|
| <b>S</b>                                       | EMISSION COMPONENT COVERAGE                       | US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)      |
|  | TRANSMISSION WARRANTY                             | ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data) |
|  | CARRIER & AXLE HOUSING WARRANTY                   | STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)                            |
| <b>S</b>                                       | AIR CONDITIONING WARRANTY                         | AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE                   |
| <b>S</b>                                       | CHASSIS TOWING WARRANTY                           | STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES                                    |
| <b>S</b>                                       | ENGINE TOWING WARRANTY                            | STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)                             |
| <b>S</b>                                       | GUARDDOG CONNECT BUNDLE                           | 24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall)                               |
| <b>S</b>                                       | PREPAID API                                       | WITHOUT PREPAID API   |
| <b>S</b>                                       | PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION | W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE  |

| <b>ADDITIONAL ENGINEERING (Requested)</b> | <b>DESCRIPTION</b> |
|---|--------------------|
| CA  |                    |

# PRICING SUMMARY

## GRANITE 42FR

### VEHICLE PRICE

|                            |                     |
|----------------------------|---------------------|
| EXTERNAL LOCALS            | \$122,602.00        |
| JC MADIGAN QUOTE           | \$68,550.00         |
| VEH98                      | \$0.00              |
| PLOW                       | \$13,250.00         |
| <b>TOTAL VEHICLE PRICE</b> | <b>\$204,402.00</b> |

### TAX SUMMARY

|   | AMT. SUBJECT TO TAX |                     |
|---|---------------------|---------------------|
| FET                                       | \$204,402.00        | \$0.00              |
| Tire Tax Credit                           | N/A                 | \$0.00              |
| <b>TOTAL TAX</b>                          |                     | <b>\$0.00</b>       |
| <b>TOTAL SELLING PRICE (PER UNIT) USD</b> |                     | <b>\$204,402.00</b> |

TOWN OF HARWICH \_\_\_\_\_ DATE

BALLARD MACK SALES & SERVICE, INC. \_\_\_\_\_ DATE



J.C. MADIGAN INC.  
450 OLD UNION TURNPIKE  
LANCASTER, MA.

SALES DEPT.  
TEL. (978)847-2900  
FAX (978)847-0068

**QUOTE: TOWN OF HARWICH HWY DEPT**

TO ROCKY LOOMIS @ BALLARD

FROM JOHN DWYER

1) 11 FT (6 TO 8 cu yd) MONOSHELL DESIGN 304 STAINLESS STEEL DUMP BODY BiBEAU MODEL MS1(SS) WITH A MAILHOT TELESCOPIC HOIST AND ¼" AR450 HARDOX STEEL FLOOR INSTALLED ON A TOWN SUPPLIED CHASSIS UNDERCOATED AND ALL NON-STAINLESS ITEMS PAINTED BLACK WITH THE FOLLOWING ITEMS.

- A) 30" STAINLESS CABSHIELD W/ BACKUP AND LIFT ALARMS
- B) SIDE MOUNTED S/S ACCESS LADDER W/ GRABHANDLE
- C) AIRGATE W/ IN-CAB MOUNTED CONTROLS & (2) SAFETY LOCKS
- D) SEMI/AUTO TARP SYSTEM W/ MESH COVER & GROUND EXTENSION
- E) REAR, & FRONT REAR AXLE MUDFLAPS
- F) 30" SIDE HEIGHT W/ 42" TAILGATE
- G) SIDE MOUNTED SANDER MOUNTING PLATES
- H) REAR CORNER POST MTD. LED FLASHERS, LED ST/TL/BU'S
- I) 3/4" PINTLE PLATE W/ 20T PINTLE, D-RINGS, 7-SPADE RV TRAILER PLUG, & GLADHANDS (IF AIRLINES ARE SUPPLIED)
- J) RECESSED FRONT & SIDE HEADBOARD MOUNTED LED FLASHERS
- K) FRONT GRILL RECESSED MOUNTED LED FLASHERS
- L) ALL WARNING LIGHTS W/ SEPARATE SWITCHES
- M) 2" X 8" WOOD SIDEBOARDS / SHOVEL HOLDER
- N) (2) REAR MTD LED WORKLIGHTS
- O) 36" STAINLESS FRAME MOUNTED TOOL BOX

(\$44900.00)

2) TRANSMISSION MOUNTED CENTRAL HYDRAULIC SYSTEM WITH HOTSHIFT PTO, IN-CAB MOUNTED LEVER CONTROLS TO OPERATE DUMP, 4-WAY PLOW, AND POWER BEYOND

- A) LINES PIPED TO THE REAR W/ STAINLESS PIPE & FITTINGS
- B) MUNCIE MESP300 MANUAL SANDER CONTROLS PEDISTAL MOUNTED
- C) LOWER DUMP CONTROL HANDLE
- D) LOW FLUID LEVEL INDICATOR

(\$13250.00)

3) EVEREST CUSTOM POWER TILT QUICK COUPLING PLOW  
FRAME MODEL QCPT INSTALLED W/ HOOD MOUNTED  
PLOWLIGHTS AND CANDYCANES ADAPTER (\$10,400.00)

PRICE \$68,550.00

OPTION) 11' 36" INTAKE 54" DISCHARGE VORTEX STYLE STEEL  
MOLDBOARD TRIP EDGE SNOW PLOW EVEREST MODEL  
R132TEL3654SH-(V) WITH HYDRAULIC REVERSE, LANDING LEG,  
CUTTING EDGE, GUIDEPOLES, AND CURB & WEAR SHOES  
(\$13250.00)

NEED: 90"CA, FRONT FRAME EXT., PLOW LIGHT PREP, PTO PROV, AUX SWITCHES,

APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

PO# \_\_\_\_\_

08/31/2021



## Ballard Truck Center

Ballard Mack Sales & Service, Inc.  
1 Mack Drive  
Avon, MA 02322

Phone: 508-559-0771  
Fax: 508-584-5587  
Website: [www.ballardmack.com](http://www.ballardmack.com)

September 9, 2021

Mr. Kyle Edson

Town of Harwich  
273 Queen Ann Rd  
Harwich MA 02645

Hi Kyle,

In regards to the budget numbers in which I gave you last year compared to the actual quote given to you on September 8, 2021 there have been a few factors on the price increase.

The first of which the body company had a 10% increase in the spring then another 18% just a couple of weeks ago. The main increase has been in the price of steel and especially stainless. Also, Mack component suppliers have increased their pricing mainly due to short supply and Mack had a 2.5% increase to account for steel and other cost increases. Mack has another price data book change coming on October 4<sup>th</sup> to account for 2023 builds (2024 model year). The parts supply issue, or I should say the lack of, in all facets of the automotive industries have put a strain on manufacturing. There is a chance that I may be able to get a chassis built for you in either late 3<sup>rd</sup> or 4<sup>th</sup> quarter next year; however we are being told it very well may be 2023. All manufactures are experiencing this issue with some manufacturers canceling orders for next year. Mack is not doing this but they want our valued customers to know the issues they are facing.

This is a very unusual time and in my 32+ years in the business, it is something I have never witnessed.

If you have any questions please let me know.

Thank you,

Rocky Loomis  
Ballard Mack Sales & Service Inc

## LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **The Harwich Chamber of Commerce, Incorporated** ("Licensor"), a Massachusetts non-profit corporation, having an address of 1 School House Road, Harwich Port, MA 02646, and the **Town of Harwich** (the "Town"), a Massachusetts municipal corporation, having an address of 732 Main Street, Harwich Center, MA 02645.

### Recitals

Whereas, Licensor is the owner/lessee of property located on 1 School House Road, Harwich Port, Massachusetts, and identified by the Town's Assessors as Parcel 14-F3-A-0 (the "Licensor Property"),

Whereas, the Town seeks permission to use a portion of the Licensor Property for the purpose of installing a water filling station, including a meter and water line from the building located on the Licensor Property; and

Whereas, Licensor is amenable to granting the Town a license for the foregoing purpose upon the Licensor Property subject to the terms and conditions set forth herein.

Now, therefore, Licensor and the Town agree as follows:

### Agreement

1. License; Purpose. Licensor hereby grants the Town a license to enter upon the Licensor Property for the purpose of installing, operating, maintaining, repairing and replacing a water filling station, water meter in the interior of the building on the Licensor Property, a water line running from the building to the water filling station, and such other related appurtenances reasonably necessary for the foregoing within and from the building to the water filling station, in the approximate locations shown, and as more particularly described, on Exhibit A attached hereto (the "Licensed Premises"), and to use, and to allow members of the public, a license to enter and use, the Licensor Property the water filling station, by foot or by vehicle. The Town shall be solely responsible for paying for the water running to the water filling station.

2. Duration of Rights. The rights granted hereunder shall commence upon the execution of this License and terminate one year therefor, and shall automatically renew for successive one year periods, on an annual basis, unless terminated in accordance with this License (the "Term").

3. Condition of Property, Release. The Town has physically inspected the Licensor Property and acknowledges and agrees that it accepts the Licensed Premises and the Licensor Property in its "AS IS" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Licensed Premises or its suitability for any purpose including, without limitation, the purposes set forth herein. The Town shall use and

may permit members of the public to use the Licensed Premises at its own risk, and agrees that Licensor shall not be liable to the Town, to Town's agents, employees, representatives and contractors (with the Town, the "Town Parties"), or to members of the public for any injury or harm to person or property, and hereby releases Licensor and Licensor's agents, employees, representatives, contractors, invitees and guests (with Licensor, the "Licensor Parties") from any and all claims, demands, damages, and liabilities of any kind or nature, except to the extent that such injury or harm is caused by the negligence or intentional misconduct of any of the Licensor Parties.

4. Terms of Use. The Town shall have the non-exclusive right to enter and use, and to permit members of the public to use, the Licensed Premises from time to time and at any time solely for the purposes set forth herein. The Town shall take good faith measures to ensure that the use of the Licensed Premises by the Town Parties and the public does not interfere unreasonably with the use of the Licensor Property by the Licensor Parties.

5. Improvements. The Town may, at its option, improve the Licensed Premises to make it suitable for a water filling station, including (a) installing, operating, maintaining and repairing and repairing security lighting, (b) placing gravel or other materials thereon to improve access to the water filling station, and (c) clearing and removing any shrubs and other vegetation within the Licensed Premises, for the purposes set forth herein, but the Town shall not construct, place or install any buildings, structures, objects or utilities within the Licensed Premises except as contemplated herein or make any other alterations or improvements to the Licensed Premises without Licensor's prior written consent, not to be unreasonably conditioned, delayed or withheld. The Town may enter upon the Licensed Premises by vehicle and heavy equipment solely for the purposes set forth in this Section. The Town shall promptly repair any damage caused to the Licensor Property and/or any improvements thereon by the Town, any of the other Town Parties, or by any member of the public, at the Town's sole cost and expense, which obligation shall survive the expiration or termination of this License.

6. Maintenance. The Town shall maintain the water filling station and related appurtenances in a safe condition. In no event shall Licensor be responsible for maintaining the Licensed Premises, the water filling station and related appurtenances. Licensor agrees to repair any damage to the water filling station and related appurtenances caused by or arising out of the actions of any of the Licensor Parties within thirty (30) days after receiving written notice and request from the Town specifying said damages.

7. Termination. This License may be revoked by Licensor if the Town fails to comply with any of its material obligations hereunder and the Town fails to cure the same within thirty (30) days from receipt of written notice from Licensor specifying said default, unless the default cannot reasonably be cured within said thirty (30) day period, if the Town fails to cure the same within a reasonable period of time. Licensor may terminate this License for no reason by giving the Town at least ninety (90) days prior written notice thereof.

8. Modifications and Amendments. Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

9. Notices. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the addresses noted above. These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

10. No Estate Created. This License shall not be construed as creating or vesting in the Town any estate in the Licensor Property, but only the limited right of use as hereinabove stated.

11. Governing Law. This License shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and any disputes shall be brought in the courts of the county in which the Licensor Property is located.

[Signature Page Follows]

Signed by the parties as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**LICENSOR: THE HARWICH CHAMBER OF  
COMMERCE, INCORPORATED**

By: *John A. Hristov*  
Name: *Tsvetomir Hristov*  
Title: President

By: *Peggy Nye*  
Name: *Peggy Nye*  
Title: Treasurer

**TOWN OF HARWICH,**  
By its Board of Selectmen

\_\_\_\_\_  
Michael MacAskill

\_\_\_\_\_  
Larry Ballantine

\_\_\_\_\_  
Donald Howell

\_\_\_\_\_  
Mary Anderson

\_\_\_\_\_  
Julie Kavanagh



# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
Craig W. Thornton, **Deputy Fire Chief**

**Date:** September 14, 2021  
**To:** Procurement  
**From:** David LeBlanc, Fire Chief  
**Subject:** Fire Department Radio Upgrade – Grant Funded

**Project:** The Commonwealth of Massachusetts is upgrading their Statewide Radio System. The Fire Department has been a part of this system since the late 90's. Recognizing that the agencies that use this system would have a significant burden to purchase replacement radios, the State secured pricing and offered base model replacement radios for all current radios on the system. Funding was secured in the spring of 2021 at the Annual Town Meeting to cover the additional expense for the Fire and Police Department.

The Fire Department was able to secure a Federal Grant to cover 95% of the radio upgrade cost. By doing so, the Department only needs \$16,722.17 of our share of the \$223,204.00 approved at Town Meeting. By using a Federal Grant for the upgrade, the Department was also able to secure all the new radios needed, instead of having to upgrade 10 existing radios that would have been compatible. Since the anticipated life span is 15 years for radios, this will eliminate the need to replace any radios in the near future.

**Description:** The Department received a Federal Grant to purchase the following:

42 APX6000 Portable Radios with accessories, 22 APX6500 mobile radios, 4 Futurecom Digital Vehicle Repeaters. The grant also provides funding for training.

42 – APX6000 Portable Radios with charger, extra battery, Remote Speaker Microphone, leather carry case and strap.

02 – APX6500 Dual Head Mobile Radio. Used in the ambulances so that it can be used from the front and rear.

11 – APX6500 Dash Mount Mobile Radio. Radio and Control head are once piece.

09 – APX6500 Remote Mount Mobile Radio. Used in staff cars, radio and control head are separate.

04 – Digital Vehicle Repeater. Used to improve communications while operating inside buildings. 1 for each Chief Car and 1 for the primary engine in each station.

This procurement will use \$238,366.17 of Federal Grant Funds and \$16,722.17 from Article 18 of the Annual Town Meeting. The \$16,722.17 represent the full 5% match for the entire grant.



**Vendor:** Motorola Solutions 94 Thistle Patch Way, Hingham MA 02043

**Contact:** Jim McCone [motorep1062@gmail.com](mailto:motorep1062@gmail.com)

**42** - Hand held portable radios with accessories **Model APX6000** - \$145,044.90

**02** - Dual Control Head Mobile radios **Model APX 6500** - \$6,411.84

**11** - Dash Mount Mobile radios **Model APX 6500** - \$28,300.58

**09** - Remote Mount Mobile Radios **Model APX 6500** - \$25,499.70

**04** - Digital Vehicle Repeaters - \$49,831.30

**Procurement Method:** Operational Services Division MA ITT-57 CoMIRS Pricing

**Additional Information:**

**Contact/Signatory:**

Motorola Solutions, INC.

Jim McCone [motorep1062@gmail.com](mailto:motorep1062@gmail.com) (617)-413-0500

Motorola Manufacturers Representative

**Included documentation:**

Procurement Checklist and Approval Form

FEMA AFG Award Letter Dated 07/30/2021

Motorola Solutions Quote – Portable Radios

Motorola Solutions Quote – Dual Head Radios

Motorola Solutions Quote – Dash Mount Radios

Motorola Solutions Quote – Remote Mount Radios

Motorola Solutions Quote – Vehicle Repeaters

KP Law Contract

**Funding and Source:**

\$238,366.17 Grant Funding

\$16,722.17 2021 ATM Article 18

**Total Funding:**

2021 Annual Town Meeting Article 18 - \$223,204.00

AFG Grant EMW-2020-FG-12822 - \$335,443.35

## Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 07/30/2021



David LeBlanc  
HARWICH, TOWN OF  
175 SISSON ROAD  
HARWICH, MA 02645

EMW-2020-FG-12822

Dear David LeBlanc,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$335,443.35 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$16,772.17 for a total approved budget of \$352,215.52. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan", is positioned below the "Sincerely," text.

Christopher Logan  
Acting Assistant Administrator  
Grant Programs Directorate

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: LeBlanc DEPARTMENT: Fire Department

FUNDING SOURCE: 21 ATM Article 18 (Public Safety Radios) Federal Grant EMW-2020-FG-12822

Appropriated amount: \$223,204.00 Article 18 Estimated cost: \$255,088.32 Actual cost: \$16,722.17  
\$335,443.35 Federal Grant Article 18  
\$238,366.15  
Grant

**PROCUREMENT METHOD:**

Operational Services Division (OSD) ITT 57  
Commonwealth of Massachusetts Interoperable Radio System (CoMIRS) Radio Upgrade Grant Program

**PURCHASE DESCRIPTION:**

The Fire Department is required to upgrade radios as part of the State Radio system upgrade. The State secured large discounts due to the quantity of radios being purchased Statewide. This procurement is using State contract pricing under the CoMIRS program.

This procurement is for the purchase of the following:

- 42 hand held portable radios with accessories Model APX6000 - \$145,044.90
- 02 Dual Control Head Mobile radios Model APX 6500 - \$6,411.84
- 11 Dash Mount Mobile radios Model APX 6500 - \$28,300.58
- 09 Remote Mount Mobile Radios Model APX 6500 - \$25,499.70
- 04 Digital Vehicle Repeaters - \$49,831.30

This procurement is part of a Federal Grant that was awarded to the Fire Department by the Federal Emergency Management Agency. The Assistance to Firefighters Grant Program (AFG) requires the Town to provide a 5% match. That funding would come from the above article that was approved at Town meeting to purchase radios for the Fire Department.

11222202/585000/00  
30

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: Carol Coppola Account # \_\_\_\_\_  
DocuSigned by: Carol Coppola  
48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers  
DocuSigned by: Joseph F. Powers  
0623C0C5799844E...

Low Bidder: Motorola

Bid Price: \$16,722.17ATM/\$238,366.15Grant

### Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen\* signature **before Wednesday morning\*\*** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

\*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes: 11222202/585000/0030
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

2. Finance Director has signed that funds are available: DocuSigned by: Carol Coppola Account # \_\_\_\_\_

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

| Buildings and Public Works  | Goods and Services  |
|---|---|
| <input type="checkbox"/> C1. Please show Prevailing Wage was used.  | <input checked="" type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :  |
| <input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>  | <input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.   |
| <input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>  | <input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>   |
| <input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>   | <input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> |
| <input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>        | <input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>  |
| <input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul> | <p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>           |
| <input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>  |   |

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's

Signature of Town Administrator: \_\_\_\_\_  
 DocuSigned by: Joseph F. Powers  
 0623C0C5799644E...

\*\*Note: Failure to gain sign-off **before Wednesday at noon** results in the contract being delayed to the next meeting.

**AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Motorola Solutions, with an address of **94 Thistle Patch Way, Hingham MA 02043**, hereinafter referred to as "Contractor", effective as of the 14th day of September, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall provide the Town with **Motorola Mobile and Portable Radios as listed in the attached quotes**, including the scope of services set forth in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder **as the products in Quotes become available for delivery.**

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$255,088.32**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.



Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Michael Sheridan, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

36-1115800  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
Michael Sheridan  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:  
Michael Sheridan  
AD8FFD032E52422...  
Michael Sheridan Area Sales Manager

Printed Name and Title

Approved as to Availability of Funds:  
DocuSigned by:  
Carol Coppola \$255,088.32  
Finance Director (\$ \_\_\_\_\_)  
Contract Sum

by its Town Administrator Up to \$50,000

DocuSigned by:  
Joseph F. Powers  
Town Administrator

11222202/585000/0030



**MOTOROLA SOLUTIONS**

DATE August 24 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
 motorep1082@gmail.com

Submitted to: **CHIEF DAVID LeBLANC**  
 Company: **HARWICH FIRE DEPARTMENT**  
 Address: **175 SIBSON ROAD**  
 City, State Zip: **HARWICH, MA 02646**  
 Email: **kvarley@brewsterfire-ma.gov**

| Item  | Description  | Part #         | APC | PRICE      | QTY | PRICE  | CoMIRS Price | CoMIRS Ext Price |
|---|--|----------------|-----|------------|-----|--------|--------------|------------------|
| 1   | APX6000 700/800 MODEL 2.5 PORTABLE UPGRADE PACKAGE INCLUDES:<br>SmartZone, Digital CAI, P25 Phase I&II, TDMA, OTAP UL Battery, 3 Year Ess Svc, P25 Link Authentication Single Unit Charger, Antenna & Standard Carry Holder<br><b>APX6000XE SINGLE BAND PORTABLE RADIO</b><br>OPTIONAL ITEMS | H88UCF9PW6BN   |     |            | 42  |        | \$2,518.63   | \$105,782.46     |
| 2   | SPARE BATTERY  | PMNN4547       |     | \$69.29    | 42  | \$0.00 | \$69.29      | \$2,910.18       |
| 3   | DVRS FUTURECOM SYSTEM  | QA00631        |     | \$76.00    | 42  | \$0.00 | \$76.00      | \$3,192.00       |
| 4   | LEATHER CARRY CASE   | PMLN7906       |     | \$42.78    | 42  | \$0.00 | \$42.78      | \$1,796.76       |
| 5   | FIREFIGHTERS CARRY STRAP   | RLN6488A       |     | \$34.60    | 42  | \$0.00 | \$34.60      | \$1,449.00       |
| 6   | ANTI SWAY STRAP  | RLN6488        |     | \$10.35    | 42  | \$0.00 | \$10.35      | \$434.70         |
| 7   | RUGGED HOUSING XE MODEL APX86000 OPTION  | QA02006AA      |     | \$303.40   | 42  | \$0.00 | \$303.40     | \$12,742.80      |
| 8   | ALT MULTI BAND APX0000 XE OPTION VHF/UHF/800   | MULTI BAND OPT |     | \$2,856.24 | 0   | \$0.00 | \$2,856.24   | \$0.00           |
| 9   | RUGGED XE600 HIGH TEMP CABLE REMOTE MIC  | NTN8676        |     | \$379.60   | 42  | \$0.00 | \$379.60     | \$15,939.00      |
| 10  | GREEN OR YELLOW PORTABLE RADIO HOUSING   | HOUSING COLOR  |     | \$19.00    | 42  | \$0.00 | \$19.00      | \$798.00         |
| 11  | NO ENCRYPTION CLEAR RADIO  | CLEAR RADIO    |     | \$0.00     | 0   | \$0.00 | \$0.00       | \$0.00           |
| Total - Portable Radios to Operate on Barnstable County Trunking System |  |                |     |            |     |        | DISC. TOTAL  | \$145,044.90     |

Notes:

RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS ENCRYPTION OPTION IS REQUESTED.  
 NO INSTALLATION, ENGRAVING OR PROGRAMMING SERVICES ARE INCLUDED.

Sales Terms and Conditions:

|                  |   |
|------------------|---|
| Payment Terms:   | 45 days after the equipment is shipped from our factories, Items are billed as shipped.                                       |
| Price & Terms:   | All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract                             |
| Warranty Period: | Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased. |
| Shipping:        | 4-6 weeks from receipt of a purchase order.   |



**MOTOROLA SOLUTIONS**

August 24, 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 817-413-0500  
 motorep1082@gmail.com

Submitted to: **CHIEF DAVE LOBLANC**  
 Company: **HARWICH FIRE DEPARTMENT**  
 Address: **176 SISSON ROAD**  
 City, State Zip: **HARWICH, MA 02648**  
 Email: **d.leblanc@harwichfire.com**

| Item  | Description  | Part #       | APC      | QTY | CoMIRS PRICE | CoMIRS PRICE EXT |
|---|--|--------------|----------|-----|--------------|------------------|
| 1   | APX6500 MOBILE RADIO P25 CoMIRS BUNDLE<br>02 CONTROL HEAD HARDWARE CONFIGURATION<br>Remote mount, Mid power, 8Z, P25, TDMA OTAP,<br>Radio Authentication, 3 yr Essential Service, Antenna, STD Palm<br>Mic, 13 Watt Aux Speaker, Control Head Software | M26URS9PWA N |          | 2   | \$2,559.02   | \$5,118.04       |
|   | APX6500 MOBILE E6 CONTROL HEAD REMOTE MOUNT  |              |          |     |              |                  |
|   | DUAL CONTROL HEAD CONFIGURATION  |              |          |     |              |                  |
|   | OPTIONAL ITEMS REQUESTED   |              |          |     |              |                  |
| 2   | SUBSTITUTE E6 DUAL KNOB CONTROL HEAD   | GA01670AA    | \$84.28  | 2   | \$84.28      | \$168.56         |
| 7   | DUAL CONTROL HEAD CONFIGURATION  | GA0082AU     | \$433.20 | 2   | \$433.20     | \$866.40         |
| 8   | ADD SECOND PALM MIC  | HMN1090      | \$49.68  | 2   | \$49.68      | \$99.36          |
| 9   | ADD SECOND SPEAKER   | HSN4032      | \$49.34  | 2   | \$49.34      | \$98.68          |
| 10  | ADD CONTROL CABLE 17 FT  | G628AC       | \$11.40  | 2   | \$11.40      | \$22.80          |
| 10  | ADD CONTROL CABLE 30 FT  | G610AC       | \$19.00  | 2   | \$19.00      | \$38.00          |
|   | OPTIONS NOT QUOTED   |              |          |     |              |                  |
| 11  | NO ENCRYPTION CLEAR RADIO  | QA05751      |          | 0   | \$0.00       | \$0.00           |
| 12  | NO DVRS MOBILE SOFTWARE IS QUOTED  | GA00631AA    | \$190.00 | 0   | \$0.00       | \$0.00           |
| Total - Mobile Radios to Operate on Barnstable County Trunking System |  |              |          |     | DISC. TOTAL  | \$6,411.84       |

Notes: RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS AN ENCRYPTION OPTION IS REQUESTED  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
 NO MOBILE RADIO DVRS SOFTWARE IS QUOTED FOR THESE RADIOS

**Sales Terms and Conditions:**

|                  |   |
|------------------|---|
| Payment Terms:   | 45 days after the equipment is shipped from our factories, items are billed as shipped.                                       |
| Price & Terms:   | All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract                             |
| Warranty Period: | Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased. |
| Shipping:        | 4-6 weeks from receipt of a purchase order.   |

AUGUST 24 2021



**MOTOROLA SOLUTIONS**

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

*All terms and conditions AS PER MA ITT-57*

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
**Motorola Solutions, Inc**  
 Phone: 617-413-0600  
 motorep1062@gmail.com

Submitted to: **CHIEF DAVE LeBLANC**  
 Company: **HARWICH FIRE DEPARTMENT**  
 Address: **175 SISSON ROAD**  
 City, State Zip: **HARWICH, MA 02846**  
 Email: **d.leblanc@harwichfire.com**

| Item  | Description   | Part #       | APC | QTY | CoMIRS PRICE | CoMIRS PRICE EXT |             |
|---|---|--------------|-----|-----|--------------|------------------|-------------|
| 1   | APX6600 MOBILE RADIOP25 CoMIRS BUNDLE<br>02 CONTROL HEAD HARDWARE CONFIGURATION<br>Remote mount, Mid power, SZ, P25, TDMA OTAP,<br>Radio Authentication, 3 yr Essential Service, Antenna, STD Palm<br>Mic, 13 Watt Aux Speaker, Control Head Software | M25URS9PWA N |     | 11  | \$2,569.02   | \$28,149.22      |             |
|   | APX6600 MOBILE E6 CONTROL HEAD DASH MOUNT   |              |     |     |              |                  |             |
|   | OPTIONAL ITEMS REQUESTED  |              |     |     |              |                  |             |
| 2   | SUBSTITUTE DASH MOUNT CONFIGURATION   | G66          |     | 11  | (\$70.52)    | (\$776.72)       |             |
| 3   | SUBSTITUTE E6 DUAL KNOB CONTROL HEAD  | GA01670AA    |     | 11  | \$84.28      | \$927.08         |             |
|   | OPTIONS NOT QUOTED  |              |     |     |              |                  |             |
| 4   | NO ENCRYPTION CLEAR RADIO   | QA06751      |     | 0   | \$0.00       | \$0.00           |             |
| 5   | NO DVRS MSU INTERFACE SOFTWARE INCLUDED   | GA00831      |     | 0   | \$0.00       | \$0.00           |             |
| Total - Mobile Radios to Operate on Barnstable County Trunking System |   |              |     |     |              | DISC. TOTAL      | \$28,300.58 |

Notes: RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS AN ENCRYPTION OPTION IS REQUESTED  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
**NOTE!! NO DVRS MSU SOFTWARE IS QUOTED DVRS REQUIRES A REMOTE MOUNT RADIO CONFIGURATION**

**Sales Terms and Conditions:**

|                  |   |
|------------------|---|
| Payment Terms:   | 45 days after the equipment is shipped from our factories, Items are billed as shipped.                                       |
| Price & Terms:   | All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract                             |
| Warranty Period: | Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased. |
| Shipping:        | 4-6 weeks from receipt of a purchase order.   |



**MOTOROLA SOLUTIONS**

AUGUST 24 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

*All terms and conditions AS PER MA ITT-57*

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0600  
 motorsp1062@gmail.com

Submitted to: **CHIEF DAVE LeBLANC**  
 Company: **HARWICH FIRE DEPARTMENT**  
 Address: **176 SISSON ROAD**  
 City, State Zip: **HARWICH, MA 02645**  
 Email: **d.leblanc@harwichfire.com**

| Item   | Description  | Part #       | APC      | QTY | CoMIRS PRICE       | CoMIRS PRICE EXT   |
|--|--|--------------|----------|-----|--------------------|--------------------|
| 1  | APX6500 MOBILE RADIO P25 CoMIRS BUNDLE<br>02 CONTROL HEAD HARDWARE CONFIGURATION<br>Remote mount, Mid power, 8Z, P25, TDMA OTAP,<br>Radio Authentication, 3 yr Essential Service, Antenna, STD Palm<br>Mic, 13 Watt Aux Speaker, Control Head Software | M26URS9PWA N |          | 9   | \$2,659.02         | \$23,031.18        |
|  | APX6500 MOBILE E6 CONTROL HEAD REMOTE MOUNT<br>WITH DVRS MOBILE SOFTWARE<br>OPTIONAL ITEMS REQUESTED   |              |          |     |                    |                    |
| 3  | SUBSTITUTE E6 DUAL KNOB CONTROL HEAD   | GA01670AA    | \$84.28  | 9   | \$84.28            | \$758.52           |
| 4  | DVRS MSU INTERFACE SOFTWARE INCLUDED<br>OPTIONS NOT QUOTED   | GA00631      | \$190.00 | 9   | \$190.00           | \$1,710.00         |
| 5  | NO ENCRYPTION CLEAR RADIO  | QA05761      | \$0.00   | 0   | \$0.00             | \$0.00             |
| <b>Total - Mobile Radios to Operate on Barnstable County Trunking System</b> |  |              |          |     | <b>DISC. TOTAL</b> | <b>\$25,499.70</b> |

Notes: RADIO WILL BE SUPPLIED AS A CLEAR RADIO WITH NO AES OR ADP ENCRYPTION UNLESS AN ENCRYPTION OPTION IS REQUESTED  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
 DVRS MSU SOFTWARE IS QUOTED DVRS REQUIRES A REMOTE MOUNT RADIO CONFIGURATION

**Sales Terms and Conditions:**

|                  |   |
|------------------|---|
| Payment Terms:   | 45 days after the equipment is shipped from our factories, items are billed as shipped.                                       |
| Price & Terms:   | All prices, terms, & conditions in this quotation are based on Motorola's / Mass. ITT 57 Contract                             |
| Warranty Period: | Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased. |
| Shipping:        | 4-6 weeks from receipt of a purchase order.   |



**MOTOROLA SOLUTIONS**

AUGUST 24 2021

**CoMIRS RADIO UPGRADE GRANT PROGRAM**

All terms and conditions AS PER MA ITT-57

**Jim McCone**  
**MOTOROLA MANUFACTURERS REPRESENTATIVE**  
 Motorola Solutions, Inc  
 Phone: 617-413-0500  
 motorep1082@gmail.com

Submitted to: **CHIEF DAVE LeBLANC**  
 Company: **HARWICH FIRE DEPARTMENT**  
 Address: **176 SISSON ROAD**  
 City, State Zip: **HARWICH, MA 02646**  
 Email: **d.leblanc@harwichfire.com**

| Item  | Description  | Part #       | APC         | QTY | CoMIRS PRICE | CoMIRS PRICE EXT |
|---|--|--------------|-------------|-----|--------------|------------------|
| 1   | APX6600 MOBILE RADIO P25 CoMIRS BUNDLE<br>02 CONTROL HEAD HARDWARE CONFIGURATION<br>Remote mount, Mid power, 8Z, P25, TDMA OTAP,<br>Radio Authentication, 3 yr Essential Service, Antenna, STD Palm<br>Mic, 13 Watt Aux Speaker, Control Head Software | M26URS9PWA N |             | 0   | \$2,659.02   | \$0.00           |
|   | <b>MOTOROLA FUTURECOM DVR LX VEHICLE REPEATER</b>  |              |             |     |              |                  |
| 2   | DVR-LX 700 MHz IN BAND VEHICLE MOUNT   | TT3794A      | \$12,401.10 | 4   | \$12,401.10  | \$49,604.40      |
| 3   | UNITY GAIN ANTENNA   | HAF4016A     | \$15.87     | 4   | \$15.87      | \$63.48          |
| 4   | PROGRAMMING CABLE  | DDN9026A     | \$163.62    | 1   | \$163.42     | \$163.42         |
| Total - Mobile Radios to Operate on Barnstable County Trunking System |  |              |             |     | DISC. TOTAL  | \$49,831.30      |

Notes: DVRS VEHICULAR REPEATER UNITS  
 INSTALLATION AND PROGRAMMING SERVICES ARE NOT INCLUDED  
 A DVRS REQUIRES A REMOTE MOUNT APX6600 MOBILE TO BE ASSOCIATED IN THE VEHICLE WITH THE DVRS UNITS

**Sales Terms and Conditions:**

|                  |   |
|------------------|---|
| Payment Terms:   | 45 days after the equipment is shipped from our factories, items are billed as shipped.                                       |
| Price & Terms:   | All prices, terms, & conditions in this quotation are based on Motorola's / Maas. ITT 57 Contract                             |
| Warranty Period: | Motorola's standard warranty is one year on parts and labor, from the date of shipment unless extended warranty is purchased. |
| Shipping:        | 4-6 weeks from receipt of a purchase order.   |

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: LeBlanc DEPARTMENT: Fire Department

FUNDING SOURCE: Harwich Ambulance Fund - Donation for purpose from Nick Stavropoulos

Appropriated amount: \$54,088.00 Estimated cost: \$54,088.00 Actual cost: \$54,088.00

**PROCUREMENT METHOD:**

Operational Services Division - FIR04/FIR04A

**PURCHASE DESCRIPTION:**

Purchase descriptions should contain the following components (see document on purchase descriptions):  
*Description of supplies or services required; quantities required; schedule for performance and delivery terms.*

Purchase 36 Scott C5 - RDI SCBA Facepieces, 2 Bank Chargers, 20 spare batteries.

RDI - Radio Direct Interface  
 SCBA - Self Contained Breathing Apparatus

1 facepiece for each firefighter designed to link by bluetooth to radios. Audio is heard through bone conduction speakers and a microphone is inside the facepiece, allowing for clear communication on the fireground.

Donation made by Nick and Trina Stavropoulos of Harwichport in memory of their daughter Nicole.

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: Carol Coppola Account # 15102202/558000  
DocuSigned by: Carol Coppola 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers  
DocuSigned by: Joseph F. Powers 0623C0C5799844E...



**AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and **Industrial Protection Services, LLC**, with an address of **\_33 Northwestern Drive, Salem, NH 03079**, hereinafter referred to as "Contractor", effective as of the **\_6th\_** day of **\_\_October, 2021**. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with **36 Scott C5 RDI Facepieces, 20 Lithium Batteries and Bank Chargers as listed in the Sales Order dated August 18<sup>th</sup>, 2021**, including the scope of services set forth in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services as the equipment becomes available for delivery.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$54,088.00**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.

3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Kevin Murphy, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3347014

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
Kevin Murphy  
\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF HARWICH

By Kevin Murphy  
\_\_\_\_\_  
Kevin Murphy GM

by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:  
Carol Coppola (\$ \_\_\_\_\_)  
\_\_\_\_\_  
Finance Director Contract Sum  
\$54,088.00 15102202/538000

\_\_\_\_\_  
Town Administrator

# Sales Order



## Industrial Protection Services, LLC

33 Northwestern Drive Salem, NH 03079  
125 Roberts Rd, Ste 4, South Portland, ME 04106  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 18-Aug-2021

Bill To: Chief David LeBlanc  
Harwich Fire Department  
175 Sisson Road  
Harwich Port MA 02645

Ship to: Same

| Salesperson | Shipping Method | Purchase Order No |
|-------------|-----------------|-------------------|
| Ed Ashegh   | UPS Gnd         |                   |

| Qty | Item #          | Description               | Each Price | Line Total |
|-----|-----------------|---------------------------|------------|------------|
| 24  | FP1MK0002M10010 | C5 MED RDI COMPLETE KIT   | 1,404.00   | 33,696.00  |
| 20  | 201506-01       | LI ION SPARE BATTERY      | 84.00      | 1,680.00   |
| 2   | CF5V2TDB        | 3 BANK HIGH POWER CHARGER | 932.00     | 1,864.00   |
| 7   | FP1LK0002M10010 | C5 LG RDI COMPLETE KIT    | 1,404.00   | 9,828.00   |
| 5   | FP1SK0002M10010 | C5 SM RDI COMPLETE KIT    | 1,404.00   | 7,020.00   |
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*Ed Ashegh*

Quoted Freight Charges

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)      \$      54,088.00  
Cell: 603-327-1546      Fax: 603-458-5958



# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
Craig W. Thornton, **Deputy Fire Chief**

**Date:** August 19, 2021  
**To:** Procurement  
**From:** David LeBlanc, Chief of Department  
**Subject:** Procurement of C5 Face pieces for SCBA

**Project:** The Harwich Fire Department was the recipient of a donation from a Harwich Family in memory of their daughter. After discussions with the department, it was decided this donation would be used to purchase the following items.

**Description:** One area of concern during fires is the ability of firefighters to communicate clearly on the radio. Hearing radio transmissions and speaking clearly through the breathing apparatus facepiece is difficult and leads to transmissions being repeated or missed all together. Our new breathing apparatus facepieces can be upgraded to one with bone conduction speakers and a microphone that is inside the mask. This allows for clearer transmissions and makes it easier for fighters to hear as well.

**Vendor 1:** Industrial Protection Services, LLC

**Contact:** Ed Ashleigh [ed@ipp-ips.com](mailto:ed@ipp-ips.com) 603.327.1546

- 1) 36 Scott C5 RDI Facepiece
- 2) 20 Lithium Ion Spare Battery
- 3) 2 Bank Chargers

**Price:** \$50,544.00  
**Price:** \$1,680.00  
**Price:** \$1,864.00  
**Total:** \$54,088.00

**Recommendation:** Purchase the above items from Industrial Protection Services.

**Procurement Method:** Operational Services Division FIR04/FIR04A

**Total Funds:** \$54,088.00

**Source and Amounts:** Donation to Fire Department from Nick and Trina Stavropoulos in memory of their daughter Nicole. Nicole passed away after choking at a restaurant many years ago. Nick and Trina moved to Harwich and wanted to honor the memory of their daughter by donation to the Fire Department in her name. The Chief and Deputy met with Nick and these items were decided upon by the family after much discussion about how their donation could best benefit the fire department and the men and women that work here.

**Contact/Signatory:**

Industrial Protection Services, LLC  
33 Northwestern Dr.  
Salem, NH 03079

Kevin Murphy [kmurphy@ipp-ips.com](mailto:kmurphy@ipp-ips.com)



# Sales Order



## Industrial Protection Services, LLC

33 Northwestern Drive Salem, NH 03079  
 125 Roberts Rd, Ste 4, South Portland, ME 04106  
[www.ipp-ips.com](http://www.ipp-ips.com)

Date: 18-Aug-2021

Bill To: Chief David LeBlanc  
 Harwich Fire Department  
 175 Sisson Road  
 Harwich Port MA 02645

Ship to: Same

| Salesperson | Shipping Method | Purchase Order No |
|-------------|-----------------|-------------------|
| Ed Ashegh   | UPS Gnd         |                   |

| Qty | Item #          | Description               | Each Price | Line Total |
|-----|-----------------|---------------------------|------------|------------|
| 24  | FP1MK0002M10010 | C5 MED RDI COMPLETE KIT   | 1,404.00   | 33,696.00  |
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*Ed Ashegh*

Quoted Freight Charges \$ 54,088.00

Email: [ed@ipp-ips.com](mailto:ed@ipp-ips.com)  
 Cell: 603-327-1546 Fax: 603-458-5958

**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**



**TOWN OF HARWICH**  
OFFICE OF THE TREASURER/COLLECTOR  
732 MAIN STREET, HARWICH, MA 02645  
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock  
Treasurer / Collector

Nancy Knepper  
Assistant Treasurer/Collector

October 6, 2021

Below is a detail of the Treasurer's Revolving Fund account for the 1<sup>th</sup> quarter of fiscal year 2022. There were expenses of \$9,086.12 charged for the quarter. Revenues of \$3,413.30 were received from collection of fees added to tax lien bills.

| <b>EFF DATE</b> | <b>AMOUNT</b> | <b>VDR NAME/ITEM DESC</b>   | <b>COMMENTS</b>      |
|-----------------|---------------|-----------------------------|----------------------|
| 07/01/2021      | (343.63)      |                             | 2017 TL TAX          |
| 07/02/2021      | (319.48)      |                             | 2020 TL TAX          |
| 07/07/2021      | (319.48)      |                             | 2020 TL TAX          |
| 07/09/2021      | (90.25)       |                             | TREASURER'S RECEIPTS |
| 07/16/2021      | (158.87)      |                             | 2017 TL TAX          |
| 07/16/2021      | (289.48)      |                             | 2020 TL TAX          |
| 07/29/2021      | (319.48)      |                             | 2020 TL TAX          |
| 08/10/2021      | (355.00)      |                             | 2019 TL TAX          |
| 08/18/2021      | (935.95)      |                             | 2018 TL TAX          |
| 08/27/2021      | (30.00)       |                             | 2015 TL TAX          |
| 09/13/2021      | (70.00)       |                             | 2017 TL TAX          |
| 09/15/2021      | (27.20)       |                             | 2016 TL TAX          |
| 09/16/2021      | (154.48)      |                             | 2020 TL TAX          |
|                 | (3,413.30)    |                             |                      |
|                 |               |                             |                      |
|                 |               |                             |                      |
| <b>EFF DATE</b> | <b>AMOUNT</b> | <b>VDR NAME/ITEM DESC</b>   | <b>COMMENTS</b>      |
| 08/12/2021      | 3,678.56      | LAW OFFICE OF IRIS A. LEAHY | INVOICE NO. 12471    |
| 09/30/2021      | 4,313.16      | LAW OFFICE OF IRIS A. LEAHY | INVOICE NO. 12516    |
| 10/14/2021      | 1,094.40      | LAW OFFICE OF IRIS A. LEAHY | INVOICE NO. 12532    |
|                 | 9,086.12      |                             |                      |

Respectfully submitted,  
Amy Bullock  
Treasurer/Collector

## Community Center Weight Room Revolving Fund

The Community Center is proud to offer an extensive and affordable fitness facility to help the people of Harwich stay happy and healthy. All Harwich residents over the age of 16 are eligible to become Weight Room members.

The purpose of establishing a Weight Room Revolving Fund was to establish a mechanism where member fees directly pay for the services members are offered. These services in the past have included supplies, equipment repairs, and staffing. Staffing includes Community Center front desk coverage from 6AM-10AM on Mondays through Fridays, Tuesday afternoons from 2PM-8PM, and Sundays from 10AM-3PM Pre-Covid. The funds also pay for a certified personal trainer to provide free consultations and guidance on Weight Room equipment for members two days per week (four hours/week in total).

Weight Room Revolving Fund revenue comes in the form of membership fees. There were a variety of membership options available including daily, weekly, monthly, yearly, and an assortment of different seasonal offerings. Now, as a result of Covid, we currently offer \$15.00 per month to all members. The yearly fee was \$150, and no member ever paid for more than that per year (e.g. if they purchase a daily membership and decide to upgrade, their initial fee is applied as a credit towards the total). Expenditures are paid out for the above mentioned services. Weight Room Revolving Fund revenue is split between the Revolving Fund and the Town General Fund (75% remains in the Revolving Fund, 25% is deposited in the General Fund. Please note that this did not go into effect until FY19).

The Weight Room Revolving Fund was established at the FY11 Annual Town Meeting, Article 44:

### CREATE A COMMUNITY CENTER REVOLVING ACCOUNT

ARTICLE 44: To see if the Town will vote to establish a revolving account pursuant to M.G.L. ch.44 § 55 E ½ , for the purpose of funding the Community Center weight room with monies generated from fees for weight room use, expenditures approved by the Community Center Director in an amount not to exceed \$70,000; and to act fully thereon. By request of the Community Center Facilities Committee.

**FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE INDEFINITELY POSTPONED. VOTE: YES-9, NO-0.**

**The motion amount was changed to “not to exceed \$20,000,” and the motion passed.**

CREATE A COMMUNITY CENTER REVOLVING ACCOUNT

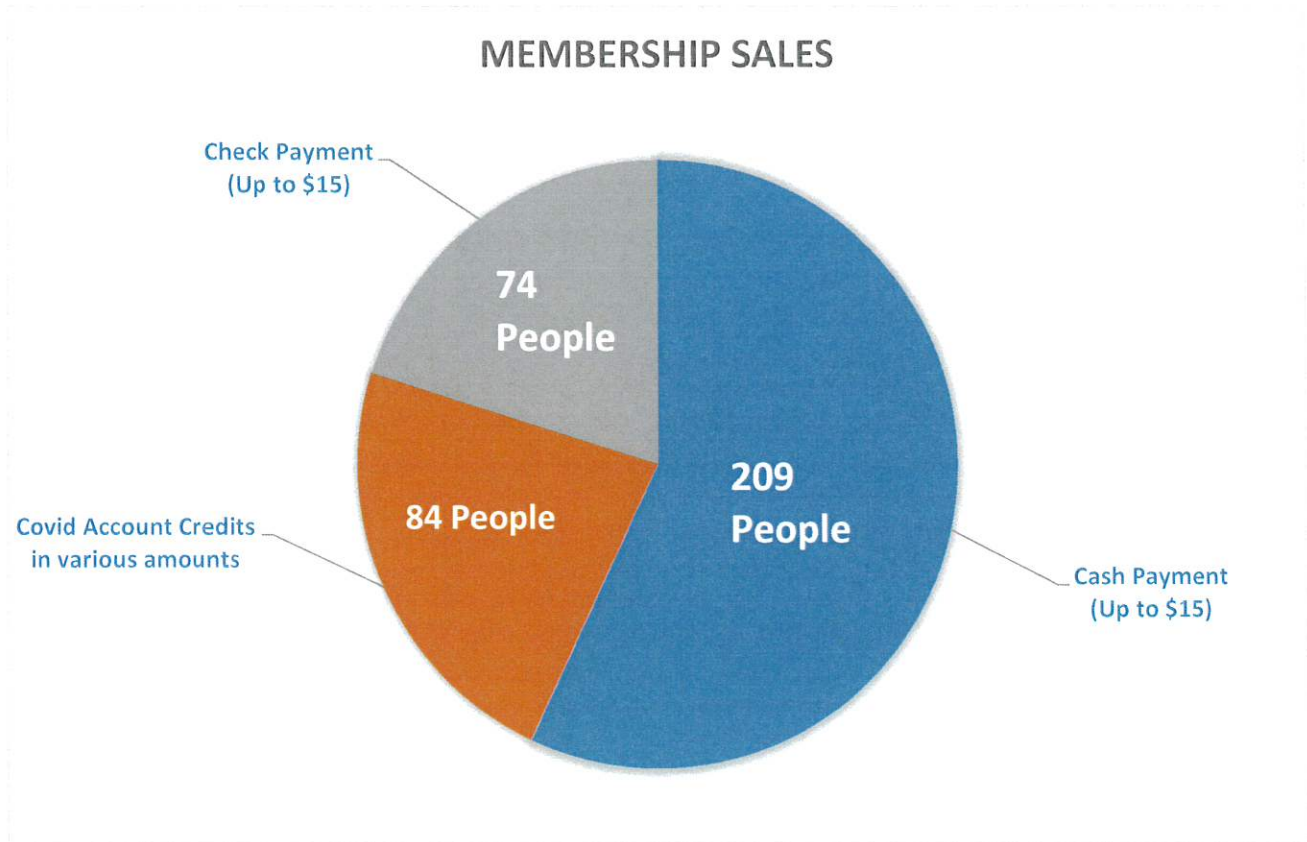
ARTICLE 44: To see if the Town will vote to establish a revolving account pursuant to M.G.L. ch.44 § 55 E ½ , for the purpose of funding the Community Center weight room with monies generated from fees for weight room use, expenditures approved by the Community Center Director in an amount not to exceed \$70,000; and to act fully thereon. By request of the Community Center Facilities Committee.

\*Motion was made to change the amount ‘not to exceed \$20,000.’

**FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE INDEFINITELY POSTPONED. VOTE: YES-9, NO-0.**

| <b>Community Center Revolving Fund</b> |                                 |   |   |                       |                                    |
|--|---------------------------------|---|---|-----------------------|------------------------------------|
|  | <b>Authorize to Spend Fund</b>  | <b>Revenue Source</b>                       | <b>Use of Fund</b>                        | <b>Spending Limit</b> | <b>Disposition of Fund Balance</b> |
| <b>FY12</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Equipment of weight room                  | \$ 20,000.00          | FY11 – Available for expenditure   |
| <b>FY13</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Equipment of weight room                  | \$ 20,000.00          | FY 12 - Available for expenditure  |
| <b>FY14</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Equipment of weight room                  | \$ 50,000.00          | FY 13 - Available for expenditure  |
| <b>FY15</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Equipment of weight room (and repair)     | \$ 50,000.00          | FY 14 - Available for expenditure  |
| <b>FY16</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Weight Room equipment (and repair)        | \$ 50,000.00          | FY 15 - Available for expenditure  |
| <b>FY17</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Weight Room equipment (and repair)        | \$ 50,000.00          | FY 16 - Available for expenditure  |
| <b>FY18</b>                            | Director & Facilities Committee | Fees from use of the weight room            | Weight Room equipment (and repair)        | \$ 50,000.00          | FY 17 - Available for expenditure  |
| <b>FY19</b>                            | Director & Facilities Committee | 75% of the fees from use of the weight room | Weight Room equipment (supplies & repair) | \$ 100,000.00         | FY 18 - Available for expenditure  |
| <b>FY20</b>                            | Director & Facilities Committee | 75% of the fees from use of the weight room | Weight Room equipment (and repair)        | \$ 100,000.00         | FY 19 - Available for expenditure  |
| <b>FY21</b>                            | Director & Facilities Committee | 75% of the fees from use of the weight room | Weight Room equipment (supplies & repair) | \$ 100,000.00         | FY 20 - Available for expenditure  |
| <b>FY22</b>                            | Director & Facilities Committee | 75% of the fees from use of the weight room | Weight Room equipment (supplies & repair) | \$ 100,000.00         | FY 21 - Available for expenditure  |

**Harwich Community Center – Weight Room Funds (July 2021-Sept 2021)**



- **The Weight Room officially re-opened on October 5<sup>th</sup>, 2020**

- Total Revenue: + \$5480 in membership sales & credits (cash revenue: \$3,757.50)
- Total Expenditure: - \$1,774.25 for gym wipes / new key fobs / equipment repair

Weight Room Revolving fund payment for 19 hour weekly attendant: \$4,646.44

Weight Room trainer: \$216.00

**Weight Room Hours**

Monday – Friday

6AM-4PM

**Weight Room Membership Sales Count**

| July | August | September |
|------|--------|-----------|
| 139  | 126    | 102       |

# Weight Room Membership Sales - FY 20-21

## Harwich Community Center

## Membership Sales Counts

| Membership | October | November | December | January | February | March | April | May | June | TOTAL |
|------------|---------|----------|----------|---------|----------|-------|-------|-----|------|-------|
|            | 39      | 34       | 39       | 30      | 41       | 53    | 59    | 52  | 51   | 398   |

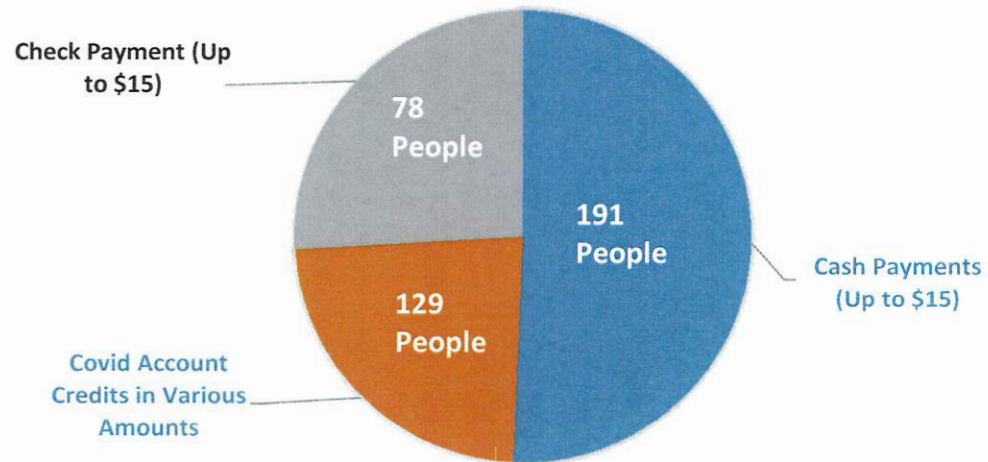
|   |            |
|---|------------|
| Cash Payment (Up to \$15 each)                | 191        |
| Covid Account Credits<br>(in various amounts) | 129        |
| Check Payment (Up to \$15 each)               | 78         |
| <b>TOTAL</b>                                  | <b>398</b> |

Total Cash Revenue for Weight Room (Including Silver Sneakers):  
+ \$3659.50 in membership sales

Total Credit Used for Weight Room: \$2,677.95 in membership credits

| Account                                 | Amount     |
|---|------------|
| Credit From Account                     | \$2,677.95 |
| Wt Rm - Covid Monthly<br>(cash & Check) | \$3,466.64 |

### MEMBERSHIP SALES - FY20-21



**Harwich Cultural Center Revolving Fund History**  
(15504214-436004)

The Town of Harwich opened the former Harwich Middle School in January 2017 as the Harwich Cultural Center to serve as a rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic and governmental activities. The center has become a cooperative effort between the Town and our greatest resource - the creative, local individuals that help to make our town a destination for visitors from around the world. The Harwich Cultural Center provides a valuable "launch space" where individuals can actualize their creative gifts and contribute to our local economy.

The Harwich Cultural Center Fund Revolving Fund was created after the motion carried at the 2017 Annual Town Meeting. The center's 40 long-term studios yield monthly revenue of approximately \$12,650.00, excluding event rental revenue. The 40 long-term studios break down as follows: 26 single, 8 double, 1 triple, 2 non-profit, and three town use spaces.

ESTABLISH ANNUAL REVOLVING FUND FOR THE CARE AND MAINTENANCE OF THE FORMER HARWICH MIDDLE SCHOOL ARTICLE 46: To see if the Town will vote to authorize the creation and establishment of a revolving fund as authorized under M.G.L. Ch. 44, § 53E½ for the Community Center Director and Facilities Manager, for the purpose of funding continuing period-appropriate restorations, maintenance, care, and support of town-owned property, not to exceed \$100,000 annually with funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room(s) use and rental, and to act fully thereon. By request of the Community Center Director and Town Administrator.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-6, NO-2, ABSTAIN-1.

MOTION: (Jack Brown, Chairman-Finance Committee) I move that this article be accepted and adopted as printed in Warrant. Duly seconded

ACTION: The motion carried



| number | occupancy  | cost     | name   |                        |
|--------|------------|----------|--|------------------------|
| 101    | Town       | \$0.00   | Office   |                        |
| 102    | 1          | \$300.00 | Jen Clifford   |                        |
| 103    | 1          | \$300.00 | Erika Nickerson  |                        |
| 104    | 1          | \$300.00 | Carolyn Dunford  |                        |
| 105    | 1          | \$300.00 | Sharon DiGennaro                                       |                        |
| 106    | 1          | \$300.00 | Georgene Riedl   |                        |
| 107    | 2          | \$400.00 | Dona Spillane  | Joanne Patukonis       |
| 108    | 2          | \$400.00 | Hollis Fortune   | Robin Litwin           |
| 109    | 1          | \$300.00 | Jane Bassette  |                        |
| 110    | non-profit | \$300.00 | Cape Cod Makers  |                        |
| 111    | 1          | \$300.00 | Maria Krikorian  |                        |
| 112    | 1          | \$300.00 | Heather Pilchard                                       |                        |
| 113    | 1          | \$400.00 | Whitney Heavey   |                        |
| 114    | 1          | \$300.00 | Heather Mackenzie                                      |                        |
| 115    | 1          | \$300.00 | Deborah Fowler Greenwood                               |                        |
| A09    | 2          | \$300.00 | Janna Powell   | Conor Howard Rose      |
| A08    | Town       | \$0.00   | Available for rent at \$500.00 (former nurses' office) |                        |
| A07    | 1          | \$100.00 | Natalie Stafford                                       |                        |
| A06    | 1          | \$200.00 | Jon Latulipe   |                        |
| A05    | 1          | \$200.00 | David Craveno  |                        |
| A04    | 1          | \$250.00 | Bernadette Waystack                                    |                        |
| A02    | 1          | \$200.00 | John Bonanni   | Cape Cod Poetry Review |
| SHOP   | 1          | \$750.00 | Jesse Marsolais  |                        |
| 201    | 1          | \$400.00 | Anne Flash   |                        |
| 202    | 2          | \$400.00 | Anne Morse   | CJ Conrad              |
| 203    | 1          | \$300.00 | Nettie Berkeley  |                        |
| 204    | 1          | \$400.00 | Roe Osborn   |                        |
| 205    | 1          | \$300.00 | Judith Underwood                                       | Blue Institute         |
| 206    | 3          | \$450.00 | Alla Zbinovsky   | Patricia Thomas        |
| 207    | 1          | \$400.00 | Mary Jane Xenakis                                      |                        |
| 208    | 2          | \$400.00 | Kathryn Sanfilippo                                     | Alison DeArruda        |
| 209    | 2          | \$600.00 | Cindy Ennes  |                        |
| 210    | 1          | \$300.00 | Stephane Ruault  |                        |
| 211    | 2          | \$400.00 | Diane Rezendes   | Joe Khirallah          |
| 212    | 2          | \$400.00 | Taylox Fox   |                        |
| 213    | 1          | \$300.00 | Ellen Davies   |                        |
| 214    | 1          | \$250.00 | Gail Hickey  |                        |
| 215    | 1          | \$300.00 | Martha Little Fuentes                                  |                        |
| Port-1 | 2          | \$550.00 | Nick Nickerson   |                        |
| Port-2 | Town       | \$0.00   | Roof leaks   |                        |
| Port-3 | Town       | \$0.00   | Roof leaks   |                        |

---

Rental Fees Per Month: \$12,650.00

---

|               |           |  |
|---------------|-----------|--|
| Single        | 26        |  |
| Double        | 8         |  |
| Triple        | 1         |  |
| Non-Profit    | 2         |  |
| Town          | 4         | *includes office not generally accounted for in descriptions of the building |
| <b>Total:</b> | <b>41</b> |  |

---



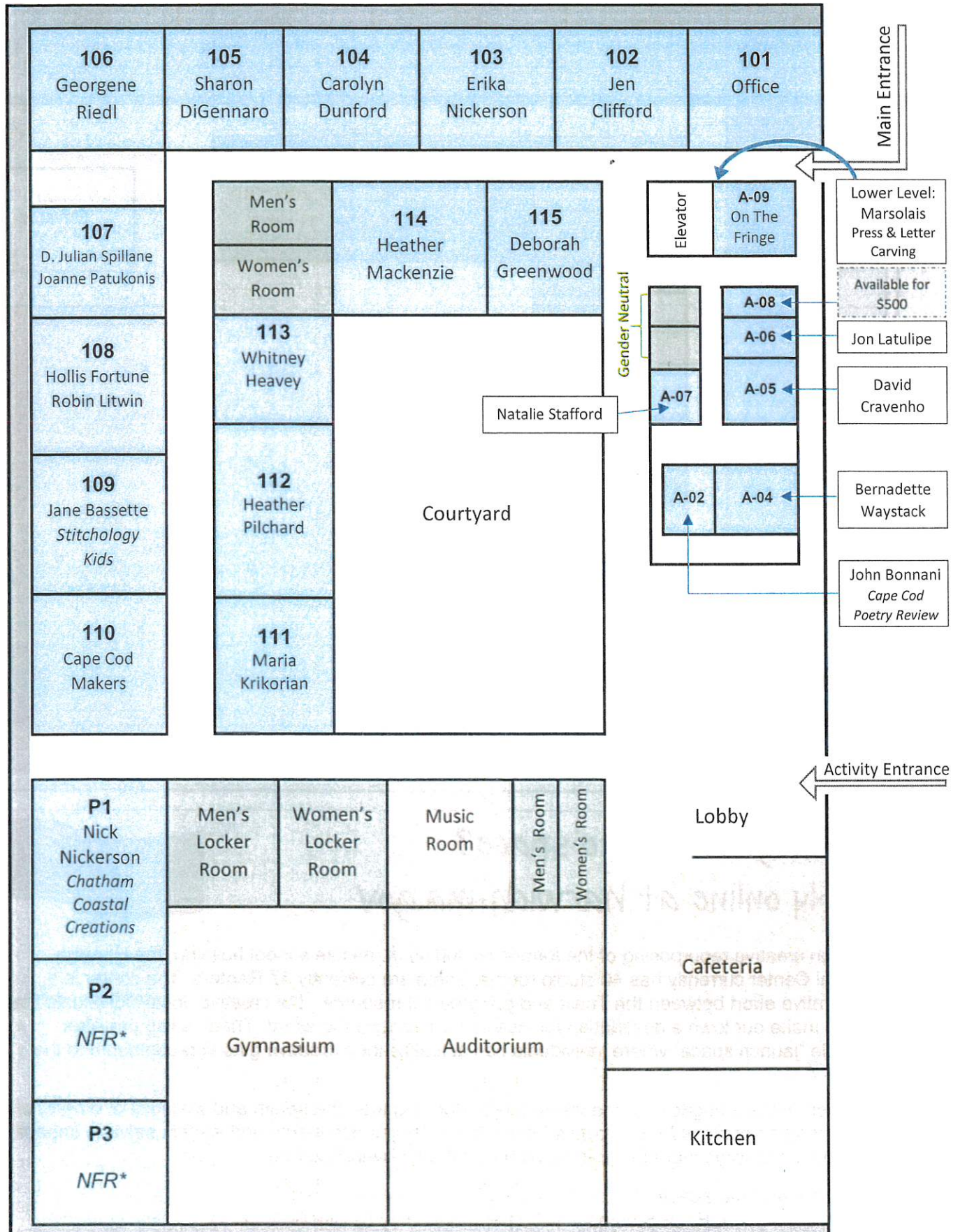
# Harwich Cultural Center

204 Sisson RD, Harwich MA 02645

Phone: (774) 212-3482

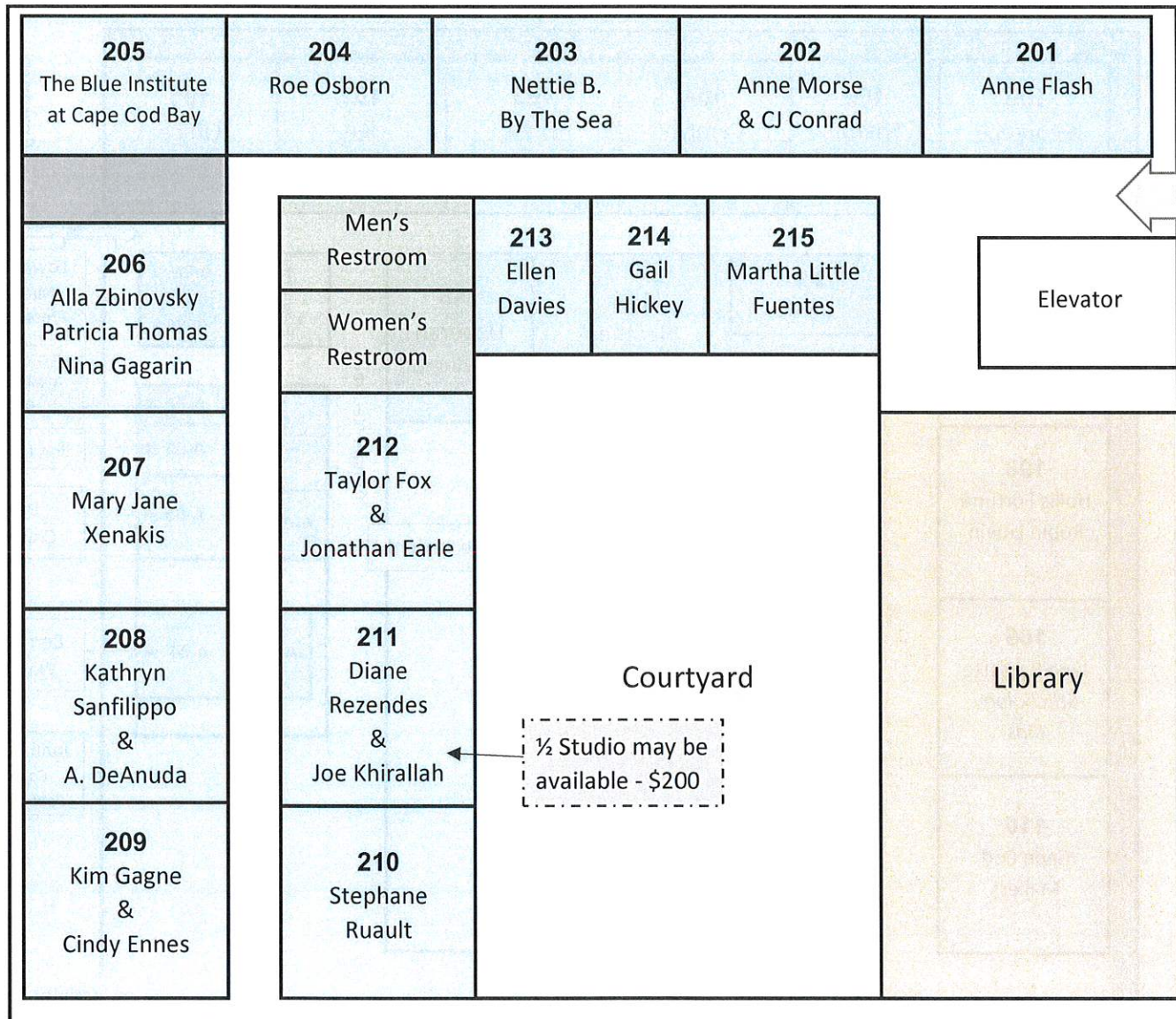
9/29/2021

## First Floor Directory



• NFR – Not For Rent

## Second Floor Directory



Stairs

Looking for studio space?

Apply online at [harwich-ma.gov](http://harwich-ma.gov)

Apply Online!

Through creative repurposing of the former 78,000 sq. ft. middle school building, the Harwich Cultural Center currently has 40 studio rooms. There are currently 57 Renters. The center is a cooperative effort between the Town and our greatest resource - the creative, local individuals that help to make our town a destination for visitors from around the world. The building provides valuable "launch space" where individuals can actualize their creative gifts and contribute to the local economy.

Whether they are engaged in the visual and performing arts, the health and wellness of others, or in the generation of ideas for the town's future, the building's occupants and visitors strive to impact town culture in ways that #InspiresHarwich with the #PowerOfCulture.

**Current Available space:** 1 Full Studio (A-08) for \$500 per month  
OR ½ Studio for \$200 per month may be available (211)

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and \_HUB Technical Services LLC, with an address of 44 Norfolk Ave. South Easton, MA 02375, hereinafter referred to as "Contractor", effective as of the 1st day of July, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with Information Technology Services, including the scope of services set forth in Attachment A, Hubcare IT Support Quote 005350 Version 1.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing July 1, 2021 through June 30, 2022.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$49,704. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

4. ITC-73 IT Hardware and Services – Massachusetts Operational Services Division Statewide Contract.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.



**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Paul Shiff, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

043314098  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
Paul Shiff  
FCEA1D4BF7754C6...  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

By

DocuSigned by:  
Paul Shiff  
FCEA1D4BF7754C6...  
Paul Shiff Vice President

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

DocuSigned by:  
Carol Coppola  
48C32039D33D434...  
Carol Coppola Finance Director

(\$ \_\_\_\_\_ )  
Contract Sum

\$49,704.00  
011552/530902

by its Town Administrator Up to \$50,000

DocuSigned by:  
Joseph F. Powers  
202401199404...  
Joseph F. Powers Town Administrator



44 Norfolk Ave.  
South Easton, MA 02375  
www.hubtech.com  
(508) 238-9887

We have prepared a quote for you



**Hubcare IT Support 7/1/21 - 6/30/22**

Quote # 005350  
Version 1  
Opportunity: 5232

**Prepared for:**

**Town of Harwich**

Joseph Powers  
jpowers@town.harwich.ma.us

**Prepared by:**

**Hub Technical Services LLC**

David Savage  
dsavage@hubtech.com



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



Thursday, September 16, 2021

Town of Harwich  
Joseph Powers  
Town Hall  
Harwich, MA 02645  
jpowers@town.harwich.ma.us

Dear Joseph,

Thank you for considering the HUBCare portfolio of services for the period covering July1, 2021 - June 30, 2022. Our Hubcare IT Support services deliver an array of critical functions that range from the mundane, yet necessary, daily tasks that often get pushed to obscurity to mission critical functions like IT security-centric operations.

Above all, HUB Tech wants to ensure you are delighted with your experience with us and your expectations are met throughout our partnership. For over twenty-six years we have evolved our organization to meet that goal with every client. We recognize that our success is a derivative of yours and as such we enter and maintain every relationship with the same simple three tenants driving our mission...

- Understanding our clients business and how applied technology supports and drives their business.
- Commitment to continuously deliver cost-effective solutions where the value exceeds client expectations.
- Trust is earned through accountability, consistent execution, and communication.

It is our goal to be viewed as your long term strategic business partner by delivering exemplary support to your organization as you define it. Should you ever have a concern or recommendation on how we can better serve you, please don't hesitate to reach out to us. We have a very talented team with an array of skills here to serve you!

**This solution is proposed under the terms and conditions of Massachusetts State Contract ITC73.**

Hub Tech has been providing IT Solutions to Massachusetts Towns, Cities and MA State Government for the past 26 years. We hold Commonwealth of Massachusetts State Contracts: ITC73, ITS78, ITC47, ITT50, OFF40

We sincerely appreciate the trust you place in us every day. On behalf of the entire HUB Tech Team, thank you for your continued business and support.

Sincerely,

David Savage  
Sales Account Manager  
Hub Technical Services LLC



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Key Features

Our goal is the most comprehensive and secure technology offerings that businesses need to stay running as well as the tools to keep users safe and productive.

### For Infrastructure

- Complete Server / Network / Wireless Management 24/7/365
- Patch & Vulnerability Management and Critical Firmware Upgrades
- Secure Cloud Backup & Recovery
- Next-gen AV with Ransomware Protection

### For IT Admins & Client Site Admins

- Business Technology & Strategy Consulting
- Comprehensive Reporting & Tool Access
- Security Best Practice Alignment
- Secure Documentation Platform for Passwords & Technology Configuration Management

### For Users

- Remote IT Help Desk Available 24/7/365
- Next-gen AV with Ransomware Protection
- Security Event Monitoring with Active Threat Analysis, Detect, & Response
- Email Security, Backup, Archiving, & E-discovery
- Cyber Security Awareness Training
- Personal Password Vault with MFA, Password Generator, & Self-service Reset
- User & Asset Lifecycle Management



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## HUBcare

| Description   | Recurring | Price  | Qty  | Ext. Recurring | Ext. Price |
|---|-----------|--------|------|----------------|------------|
| <b>IT Admin Pack</b><br>IT Admin Pack   | \$40.00   | \$0.00 | 1    | \$40.00        | \$0.00     |
| <b>Backup Cloud - Server (per device)</b><br>Backup Cloud - Server (per device)   | \$44.00   | \$0.00 | 1    | \$44.00        | \$0.00     |
| <b>Backup Cloud - Hosted Storage (per GB)</b><br>Backup Cloud - Hosted Storage (per GB)   | \$0.08    | \$0.00 | 3000 | \$240.00       | \$0.00     |
| <b>Managed Server (Business Hours Remote Support)</b><br>Managed Server - 24/7 Monitoring & Maintenance Only, Business Hours Support      | \$55.00   | \$0.00 | 15   | \$825.00       | \$0.00     |
| <b>Managed Server (Business Hours Remote Support)</b><br>Managed VMware Host - 24/7 Monitoring & Maintenance Only, Business Hours Support | \$55.00   | \$0.00 | 2    | \$110.00       | \$0.00     |
| <b>Managed Network Device - Monitoring &amp; Business Hours Support</b><br>Managed Network Device - Monitoring & Business Hours Support   | \$24.00   | \$0.00 | 22   | \$528.00       | \$0.00     |
| <b>Managed Network (non-core) - Business Hours Support</b><br>Managed Network (non-core) - Business Hours Support                         | \$3.00    | \$0.00 | 10   | \$30.00        | \$0.00     |
| <b>Service - Block Hours</b><br>Block Hours   | \$155.00  | \$0.00 | 15   | \$2,325.00     | \$0.00     |

Monthly Subtotal: \$4,142.00

Subtotal: \$0.00



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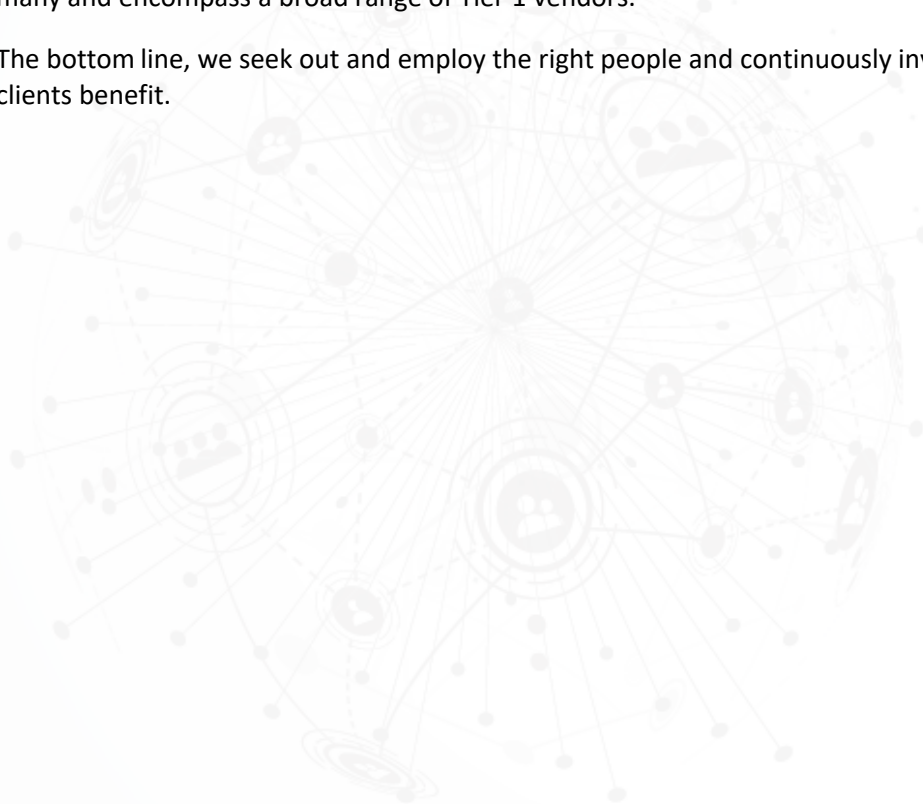
## Appendix

### Why HUB Tech?

**Our differentiation is in our people.** We bring to bear an experienced and extensive staff consisting of highly trained and certified professionals whose sole function is to deliver exemplary service. Backed by decades of diverse professional experiences with thousands of clients we have amassed a wealth of repeatable best practices our clients benefit from.

Additionally, our internal training program consists of continuous investments in a broad curriculum ranging in matters from customer service to developing technical and business acumen relevant to our customers needs. Our technical certifications are many and encompass a broad range of Tier 1 vendors.

The bottom line, we seek out and employ the right people and continuously invest in their professional development for our clients benefit.





44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Hubcare IT Support 7/1/21 - 6/30/22

### Quote Information:

Quote #: 005350

Version: 1  
Delivery Date: 09/16/2021  
Expiration Date: 10/14/2021

### Prepared for:

Town of Harwich  
Town Hall  
Harwich, MA 02645  
Joseph Powers  
(508) 430-7513  
jpowers@town.harwich.ma.us

### Prepared by:

Hub Technical Services LLC  
David Savage  
(508) 238-9887  
dsavage@hubtech.com

## Quote Summary

| Description   | Amount        |
|---------------|---------------|
| HUBcare       | \$0.00        |
| <b>Total:</b> | <b>\$0.00</b> |

## Monthly Expenses Summary

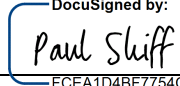
| Description           | Amount            |
|-----------------------|-------------------|
| HUBcare               | \$4,142.00        |
| <b>Monthly Total:</b> | <b>\$4,142.00</b> |

## Payment Options

| Description            | Payments | Interval | Amount |
|------------------------|----------|----------|--------|
| HUB Care Complete      |          |          |        |
| HUB Care Complete 24/7 |          |          |        |
| Cloud Services         |          |          |        |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Hub Technical Services LLC

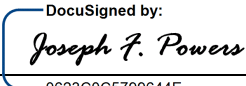
Signature:   
FCEA1D4BF7754C6...

Name: David Savage

Title: Sales Account Manager

Date: 09/16/2021

## Town of Harwich

Signature:   
0623C0C5799644E...

Name: Joseph Powers

Date: 10/4/2021 | 3:50:26 PM EDT



44 Norfolk Avenue  
South Easton, MA 02375  
www.hubtech.com  
508-238-9887



## Terms & Conditions

### Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

### Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

### Billing Terms

The following schedule outlines the payment terms for the services outlined. HUBCare services are to be paid in advance of service delivery. Invoices are generated one (1) calendar month in advance. The terms are Net 30 days. Interest charges will accrue on outstanding balances at the rate of 1.5% per month or 18% annually.

### Time Period

While distinct start/stop dates have not been agreed upon, this proposal is being put forth with an "Initial Period" of one (1) year of service delivery.

*However, contract continues, monthly in perpetuity unless the client provides a 60 notice of cancellation.*

### Out of Scope

It's important to us that we meet your needs and we have many vehicles to do so. It's also important that you understand any asset or activity not accounted for in this document will be considered outside the scope of services we're proposing in this document. That's why our first step is auditing your environment and depicting "covered assets" in a "Services Agreement" prior to onboarding activities. For predictability purposes, changes to service delivery will not become effective until agreed upon in writing by the Client and HUB Technical Services, LLC.

### Client Requirements & Assumptions

- Devices must be under Hardware and Operating System manufacturer support to qualify for onsite support.
- Client will provide time weekly maintenance windows
- Client endpoint machines will be online during maintenance windows
- Submit a ticket for all IMAC - installs, adds, removes, changes - machines, users, agents, contacts, vendors.
- Submit a ticket for IT or building maintenance in which we should not respond (ex: planned outage).
- Notify HUB if you will be out of the office.
- Respond promptly to requests for information or approval during impactful IT support incidents.
- Provide HUB Tech with Vendor Contact Information - ISP, power, application, line of business applications, specialized network equipment.
- HUB will automatically add agents to new devices to ensure patching and antivirus compliance.
- Devices discovered to be unsupported during onboarding will be reported, with remediation recommendations in order





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to provide coverage for device, otherwise best effort applies.

- Devices offline for 90 days will be automatically removed from monitoring. HUB recommends regular review or policy to disable of machine and user accounts.
- For Vendor management / line of business application support, vendor Service Level Agreements apply.

### Service Level Agreement (Standard)

| SLA Goal Table |               |                 |            |              |
|----------------|---------------|-----------------|------------|--------------|
| Priority       | Response Goal | Resolution Plan | Resolution | During       |
| Critical       | < 30 minutes  | 1 hour          | 8 hours    | Office Hours |
| High           | < 1 hour      | 2 hours         | 24 hours   | Office Hours |
| Medium         | < 2 hours     | 4 hours         | 48 hours   | Office Hours |
| Low            | < 4           | 8 hours         | 1 week     | Office Hours |

| Severity Level Table |  |  |
|----------------------|--|--|
| Severity Level       | Definition                                       | Business Impact  |
| High                 | Whole company is affected                        | Critical - Major business processes are stopped            |
| Medium               | Departments or large group of users are affected | Business is degraded, but there is a reasonable workaround |
| Low                  | One user or a small group of users is affected   | More of an irritation than a stoppage                      |



# Contract User Guide for ITC73

## ITC73: IT Hardware and Services

UPDATED: August 20, 2021

|                                |   |
|--------------------------------|---|
| <b>Contract #:</b>             | ITC73   |
| <b>MMARS MA #:</b>             | ITC73*  |
| <b>Initial Contract Term:</b>  | February 1, 2021 – January 31, 2028   |
| <b>Maximum End Date:</b>       | No extension, maximum end date January 31, 2028   |
| <b>Current Contract Term:</b>  | February 1, 2021 – January 31, 2028   |
| <b>Contract Manager:</b>       | Sara Siddall – 617-720-3186- <a href="mailto:sara.siddall@mass.gov">sara.siddall@mass.gov</a> |
| <b>This Contract Contains:</b> | Environmentally Preferable Products, Prompt Pay Discount                                      |
| <b>UNSPSC Codes:</b>           | 43-21-15 – Computers<br>43-21-00 – Computer Equipment and Accessories                         |

\*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

### Table of Contents:

(NOTE: To access hyperlinks below, scroll over desired section and CTL + Click)

- [Contract Summary](#)
- [Contract Categories](#)
- [Benefits and Cost Savings](#)
- [Find Bid/Contract Documents](#)
- [Who Can Use This Contract](#)
- [Subcontractors](#)
- [Construction Requirements](#)
- [Pricing, Quotes and Purchase Options](#)
- [Instructions for MMARS Users](#)
- [Environmentally Preferable Products](#)
- [Contract Exclusions and Related Statewide Contracts](#)
- [Emergency Services](#)
- [Shipping/Delivery>Returns](#)
- [Additional Information/FAQ's](#)
- [Performance and Payment Time Frames Which Exceed Contract Duration](#)
- [Strategic Sourcing Team Members](#)
- [VENDOR LIST AND INFORMATION](#)

**TIP: To return to the first page throughout this document, use the CTL + Home command.**

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on [mass.gov/osd](http://mass.gov/osd).

Updated: August 20, 2021

Template version: 6.1

Page 1 of 14

One Ashburton Place, Suite 1017 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | [www.mass.gov/osd](http://www.mass.gov/osd) | TDD: (617) 727 - 2716 | Twitter: @Mass\_OSD | Fax: (617) 727 - 4527



## OPERATIONAL SERVICES DIVISION

### Contract Summary

This is a Statewide Contract for IT Hardware and Services. This contract covers the acquisition of Information Technology hardware, project management, integration, maintenance, and other related services. This contract replaces ITC47- IT Hardware and Services.

### Contract Categories

This contract includes 4 categories of products and services as listed below.

- Category 1: Desktops, Laptops, Chromebooks, and Tablets
- Category 2: Storage Solutions and Servers
- Category 3: Resellers and Services
- Category 4: Rugged Mobile Devices and Services

### Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

### Find Bid/Contract Documents

- To find all contract-specific document, including the Contract User Guide, RFR, specifications, and other attachments, visit [COMMBUYS.com](http://COMMBUYS.com) and search for ITC73 to find related Master Blanket Purchase Order (MBPO's) information. All common contract documents are located in the "Master Contract Record" Master Blanket Purchase Order (MBPO) for ITC73 and can be accessed directly by visiting PO-21-1080-OSD03-SRC01-21105].
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.
- E-Rate Form 470 is located on the Master Record Master Blanket Purchase Order.

### Who Can Use This Contract

#### Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Construction Materials and Services: G.L. c. 149, s. 44A; G.L. c. 30, § 39M.

#### Eligible Entities

Please see the standard list of Eligible Entities on our [Eligible Entities Which May Use Statewide Contracts](#) webpage. Including State of Maine, and the State of Iowa.

### Subcontractors

The awarded vendor's use of subcontractors is subject to the provisions of the Commonwealth's Terms and Conditions and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

### Construction Requirements

Purchasers must ensure that **any** services involving construction are limited to \$50,000 or less.

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Purchasing entities are responsible for compliance with applicable construction law requirements. Information concerning specific M.G.L. c. 149 and c. 30 construction requirements may be found in the Office of the Inspector General's Public Procurement Charts at: <https://www.mass.gov/download-oig-public-purchasing-and-public-construction-manuals>. It is the responsibility of the Eligible Entity to determine whether installation work includes construction as defined by M.G.L. c.149 or M.G.L. c.30, §39M. Chapter 30B Procurement Assistance from the Office of the Inspector General is available at <https://www.mass.gov/how-to/get-public-procurement-assistance-from-our-chapter-30b-team>. Access the 30B Hotline at 617-722-8838 or email them at: [30BHotline@massmail.state.ma.us](mailto:30BHotline@massmail.state.ma.us).

Questions about public construction bidding should be directed to Deborah Anderson, Counsel II for the Attorney General's Office, at 617-963-2371. Visit the Attorney General's [Public Construction web page](#) to learn more about Public Bidding Laws.

See [Quotes Including Construction Services Requirements](#) below for information on quoting these types of projects.

## Pricing, Quote and Purchase Options

### Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- Purchases made through this contract will be direct, outright purchases
- This is a fee for service contract

### Pricing Options

- **Discount off of Manufacturers Suggested Retail Price (MSRP):** Contract pricing is a specified discount off of the MSRP catalog price. Some vendors have additional discounts for volume and education.
- **Discount off of the Vendor Catalog Price:** Contract pricing is a specified discount off of the vendor catalog price. Some vendors have additional discounts for volume and education.
- **Fixed Rate pricing:** Contract pricing has set pricing for services listed in price files.

### Product/Service Pricing and Finding Vendor Price Files

Product pricing may be found by on each individual Master Blanket Purchase Order. Contract Information can be found on the Master Record, PO-21-1080-OSD03-SRC01-21105.

### Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or [OSDhelpdesk@mass.gov](mailto:OSDhelpdesk@mass.gov).

When contacting a vendor on statewide contract, always reference ITC73 to receive contract pricing.

### Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

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### How To Purchase From The Contract

- **Select items from a PunchOut catalog and purchase through COMMBUYS**

PunchOut catalogs offer the convenience of selecting Statewide Contract products from a vendor's e-commerce website. The PunchOut or Government to Business (G2B) catalogs are available via COMMBUYS only (login to COMMBUYS and select the settings option in the upper right-hand corner [  ] and choose the G2B PunchOut option). Once a vendor is selected in COMMBUYS, you are taken to the vendor's e-commerce site. After shopping is complete on the vendor's e-commerce site, selected items are pulled back into COMMBUYS, summarized on a COMMBUYS release Requisition, and are ready to submit for approval. Once approved, it is released to the vendor for processing and fulfillment.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage and select either:

- The *Quick Reference Guide (QRG)* section and choose the *QRG – Creating a Punch Out Order* job aid
- The *COMMBUYS Purchase Orders* section and choose the *How to Purchase from a COMMBUYS PunchOut* job aid.

- **Solicit quotes and select and purchase quoted item in COMMBUYS**

This COMMBUYS functionality provides a mechanism to easily obtain quotes, as specified by the Contract. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes. Buyers must include "ITC73 RFQ" when entering information in the Description field.

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

- **Directly purchase a non-fixed price item (\$0 line item) through COMMBUYS**

This may be done if you do not need to solicit a quote, for example, for maintenance or repair projects where it is important to have the vendor who installed the system perform the services.

For a full description of how to complete a requisition in COMMBUYS visit the Job Aids for Buyers webpage, select the COMMBUYS Purchase Orders section, and download the How to Create a Requisition and Purchase Order (Contract Purchase) job aid. The following instructions customize that Job Aid. (Note: These instructions are not complete; they must be used in conjunction with the Job Aid.).

For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

- The COMMBUYS Requisitions section, and choose the *How to Create an RPA Release Requisition* job aid.

- **How to Purchase from Designated Resellers**

Some OEM's have a Designated Reseller, who is not awarded a contract, but are allowed to sell for that OEM directly, receiving quotes, invoicing and receiving payments directly. These resellers are set up as a distributor under the OEM's Master Blanket Purchase Order, the below steps are how to complete these purchases in COMMBUYS.

- Create New Requisition
- Fill out General tab as you would normally

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- Search for Item
- Select Item from the MBPO , i.e. MBPO PO-21-1080-OSD03-SCR04-xxxxx line 2
- Fill in Item information, i.e. qty price description
- Save and continue to Vendor subtab under Items
- Click on Change Vendor
- Pop up window will give you options of available vendors. This will be the OEM and their designated reseller.
- Select the designated reseller as the vendor
- Click on vendor tab next, you will see the new vendor listed.
- Continue with the requisition filling in the address, attachments etc tabs.
- Click on the summary tab and review all information
- Once information is reviewed and correct, submit for approval.
- The process for the rest of the requisition will be the same as a normal requisition.

### Obtaining Quotes

Contract users should always reference “ITC73” when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value. Eligible Entities are encouraged but not required to obtain competitive quotes from multiple awarded contractors. If your purchase is over \$50,000, it is highly recommended that quotes be requested.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose *Request Quotes From Vendors on Statewide Contracts* job aid.

### Quotes Including Construction Services

Please note specific requirements that apply for quoting construction services, depending upon the scope of your bid:

- Where the construction services are less than \$10,000: Select a vendor based on sound business practices, consistent with your entity’s procurement policies and procedures.
- For construction services valued from \$10,000-\$50,000: Must solicit a minimum of three quotes and receive two written responses; award to lowest responsible bidder.

### Labor Rate

Individual Company labor rates will be posted to COMMBUYS.

### Prevailing Wage Requirements

The buyer has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at [www.mass.gov/dols](http://www.mass.gov/dols). Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website or by calling the DLS Prevailing Wage Program at (617) 626-6953. For this contact, the following prevailing wage categories include:

If prevailing wage is required, make sure to include this information in your quotes or bids so vendors know to include prevailing wage.

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## Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

## Environmentally Preferable Products (EPP)

- In 2009, Executive Order [515](#), establishing an Environmental Purchasing Policy for Executive Departments, was signed. View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.
- A number of environmental product or service specifications have been designated as either mandatory or desirable for the Product/Service category by the EPP Program through EO 515 and can be viewed in the Minimum Environmentally Preferable Products and Services Specifications Guide at <https://www.mass.gov/doc/environmentally-preferable-products-and-services-guide/download>. All statewide and executive department contracts are required to use these standards, unless otherwise noted in the RFR.
- Environmental benefit claims concerning products or services must be consistent with the [Federal Trade Commissions' Guides for the Use of Environmental Marketing Terms](#). Product environmental claims are to include the industry standard the product meets and certifier. Vendors must agree to offer and clearly label products with sustainability certifications and attributes, when available, within specific product categories. Documentation of the certification claimed by the vendor must be supplied upon request if it is not publicly available for verification (on either the vendor's or certifier's website).

### EPP Requirements:

State buyers are reminded that [Environmentally Preferable Products \(EPP\) Procurement Program](#) requirements for the use of environmentally preferable disinfectants, and some cleaning supplies, has been waived due to the availability of the products impacted by the demand caused by COVID-19. As the EPP supply replenishes, buyers are reminded that these disinfectants and other third-party certified products remain recommended for use and are selected for public health and environmental standards. For additional guidance, visit the Toxics Use Reduction Institute's [COVID-19: Safely Clean & Disinfect](#) webpage.

## Contract Exclusions and Related Statewide Contracts

### Not allowed under any circumstances

- Services for IT application development projects are specifically excluded from this contract, except for software development that may be needed in conjunction with hardware systems integration.
- Desktops and laptops other than those manufactured by awarded Category 1 vendors. For the purposes of this Section, Chromebooks are not considered laptops; Chromebooks made by any OEM are allowed under this Contract. This restriction does not apply to Category 4.
- Storage Solutions other than those manufactured by awarded Category 2 vendors, except that Servers (Category 2) may be purchased with, or augmented by, storage systems made by other OEMS
- Servers other than those manufactured by awarded Category 2 vendors
- Web hosting except in conjunction with IT Hardware
- Telephony, IP Telephony plans and other voice/data services (available through ITT72)
- Any voice and data or cellular plan with charges for voice or data usage

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Not allowed for Executive Department agencies

- Network printers (available through ITC66)

## Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Response Supplies, Services and Equipment Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

## Shipping/Delivery/Returns

### *Freight, travel, and other charges*

Freight and travel charges, if any, must be identified in the quote. Freight and travel charges, or any other charges not included in the quote accepted by the Eligible Entity, will not be paid. Freight and travel charges must be no more than the actual freight or travel charges paid by the Contractor.

### *Delivery timeframe*

Vendors must agree to deliver all equipment within 30 days of receipt of an order, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

### *Return Policy*

Vendors must accept return of any defective commodities, or commodities which do not conform to those quoted, within thirty days of receipt of goods. Vendor must provide a means for the Eligible Entity to ship the materials without paying for shipment. Vendor must offer a return policy if allowed by manufacturer which allows Eligible Entities to return unopened commodities within thirty days of delivery, even if non-defective and conforming to those quoted, without restocking or other charges.

## Additional Information/FAQs

### Warranties

Bidders must provide an on-site, 3-year warranty, with no charges for parts, labor or transportation during the warranty period. Bidders must respond to a warranty service call within four (4) hours with a call back from the initial problem call and next business day on-site response time from the call back, unless otherwise agreed upon, in writing, by the Eligible Entity and Contractor.

A warranty service upgrade for Eligible Entity requiring more rapid response will be available for an additional cost. Bidders must describe any on-going preventive maintenance services offered during the warranty period, as part of the warranty or at an additional cost. Bidders must also describe any plans they offer for post-warranty maintenance and support, including but not limited to the ability to purchase an extended warranty at the time of system purchase, plans offering services as needed on an hourly rate or other basis, and annual fixed priced maintenance contracts.

### Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is

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later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

- **Volume Discounts:** discount is provided to buyer if a certain volume of product or service is purchased.
- **Education Discounts:** discount is provided to buyer if a certain volume of product or service is purchased for education entities.

### If the Needed Product Can Not be Found

If a product cannot be found in the vendor's catalog or price sheet, it is recommended to contact the vendor directly to inquire if it is available for purchase on this contract. If the product meets the scope of the product category, the vendor may be able to add it to their product offerings.

If the product is not listed in the scope of the product category, a buyer may contact the Strategic Sourcing Lead to inquire whether the product may be purchased.

### Performance and Payment Time Frames Which Exceed Contract Duration

All rentals, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 36 months beyond the current contract term of this Statewide Contract as stated on the [first page](#) of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

### Resales of hardware/services covered under specified Statewide Contracts ("One Stop Shopping")

All Category 3 vendors will be designated as "Eligible Entities" for specified OSD Statewide Contracts. Equipment, services, or software available from those Statewide Contracts must be obtained from those Statewide Contracts and provided to Eligible Entities at a cost no greater than the Eligible Entity would pay if purchasing directly from the applicable Statewide Contract.

The purpose of this provision is to allow Eligible Entities to take advantage of the pricing and features of the OSD's many Information Technology related contracts, while interfacing with a single point of contact. The Category 3 vendor will obtain the goods and services directly from the applicable Statewide Contract and provide project management services as needed to coordinate among different vendors.

This provision may not be used if all products/services necessary can be obtained from another Statewide Contract. In that case, the other Statewide Contract must be used for the purchase.

The Contract User Guide will provide a list, updated from time to time, identifying the eligible Statewide Contracts and the goods/services that may be obtained via One Stop Shopping. Those goods/services must be obtained from the eligible Statewide Contract, rather than sourced elsewhere by the Category 3 vendor, unless otherwise provided below.

| Contract Title and Number               | Products   |
|---|--|
| <a href="#">ITS75 Software Reseller</a> | Software licenses and maintenance, excluding Cloud, which may not be obtained through ITC73. The following software may be provided directly by the Category 3 vendor without going through ITS58: a) software required for the hardware to operate at all, such as operating system software, b) software |

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|   |  |
|---|--|
|   | that only operates on specific hardware and is not sold separately from that hardware, and c) K-12 schools and school districts may purchase ONE copy of application software with each complete desktop/laptop system, provided that it is part of a single purchase with one Category 3 vendor.                              |
| <a href="#">ITT72</a> – Networking and Communications     | Networking/Communications products.  |
| <a href="#">OFF40</a> – Audiovisual/Multi-media equipment | Projection screens, whiteboards, and other presentation equipment, televisions, cameras, loudspeaker systems, other AV devices. These items may be purchased only as part of a complete system solution and must be obtained through OFF40.  |
| <a href="#">ITC66</a>                                     | Copiers, faxes, digital duplicating equipment, printers, only as parts of a complete system solution. These types of devices may not be sourced elsewhere by the ITC73 vendor except for brands and models that are not available under ITC66. Printers and printer supplies may not be sold to Executive Department agencies. |
| <a href="#">ITC71</a>                                     | Security products including security cameras and access control systems, only allowed as part of a complete system solution.   |

**The items below may be sold under ITC73 without using "One Stop Shopping" or purchasing items from the ITC73 OEMs:**

- **Tablets, Chromebooks** and similar devices unavailable **under the OEM Categories**.
- **Desktop- and Laptop related supplies and accessories:** Hard drives, memory, optical drives, power supplies, system boards, cards (video/audio/serial), internal cables, keyboards, monitors, mice, USB drives, cables, external drives, security locks and devices, specialized computer tools and kits, computer racks and housing, data collection devices, carrying bags or cases, docking stations, other desktop- and laptop-related devices of like scope.
- **Printers and printer-related supplies and accessories unavailable under ITC66**, except that printers and printer supplies may not be sold to Executive Department agencies
- **Server-related supplies and accessories** - drives, power supplies, management cards, memory, processors, other server-related supplies and accessories
- **Uninterrupted power supplies (UPS)** – only for use with IT devices, not for backup of facilities such as air conditioning, electrical, heating or other building systems
- **Batteries** and replacement battery cartridges
- **Removable storage media** - CD/CD-R/CD-RW, DVD/DVD-R/DVD-RW, disks, flash drives, magnetic tape media, back-up tapes, data cartridges, data cleaning cartridges, data cassettes, other removable storage media devices
- **Other computer-related supplies and accessories** – Bar code labels, blank labels, technical books and manuals
- **Hardware parts and/or upgrades** of existing PCs, servers, or peripherals
- **GPS devices**
- **Adaptive technology**

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- **Hubs, switches, routers and other networking devices unavailable** under ITT50
- **Refurbished Desktops/Laptops manufactured by vendors in ITC73 Category 1**, meeting the following specifications: Products are partially or fully manufactured from existing product materials, where such materials are cleaned and/or repaired in accordance with OEM specifications. Unusable parts are replaced with new or remanufactured parts that meet or exceed OEM specifications and any governing standard or regulations.

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# Contract User Guide for ITC73

## Strategic Sourcing Team Members

- Angela Burke
- David Harvey, DPH
- Don Chamberlain, EOTTS
- James Sullivan, Danvers
- Ken Discher, Iowa
- Kristin Kinnally, EOTTS
- Lenore Bernashe, Westfield
- Matt Killen, Salem
- Reann Rostamnezhad, OSD
- Sara Siddall, OSD
- Thomas Howker, Maine

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OPERATIONAL SERVICES DIVISION

# Contract User Guide for ITC73

## Vendor List and Information\*

| Vendor  | Master Blanket Purchase Order #              | Contact Person                    | Phone #                        | Email  | Categories | Green Designated Vendor |
|---|--|-----------------------------------|--------------------------------|--|------------|-------------------------|
| **[Conversion Vendor]<br>[Master MBPO] (All contract documents)         | PO-21-1080-OSD03-SRC01-21105                 | Sara Siddall                      | 617-720-3186                   | <a href="mailto:sara.siddall@mass.gov">sara.siddall@mass.gov</a>   | N/A        | N/A                     |
| <a href="#">Acer</a>  | <a href="#">PO-21-1080-OSD03-SRC04-21074</a> | <a href="#">Lynne Edgehill</a>    | <a href="#">508-259-0573</a>   | <a href="mailto:Lynne.Edgehill@acer.com">Lynne.Edgehill@acer.com</a>   | 1          | Yes                     |
| Aqueduct Technologies, Inc.   | PO-21-1080-OSD03-SRC04-21064                 | Dan Murray                        | 617-221-3577                   | <a href="mailto:dmurray@aqueducttech.com">dmurray@aqueducttech.com</a>   | 3          |                         |
| Bredy Network Management Corp – BNMC and CPU Sales & Service            | PO-21-1080-OSD03-SRC04-21053                 | Roger Michelson                   | 978-482-2020 x15               | <a href="mailto:Roger@bnmc.net">Roger@bnmc.net</a>   | 3          |                         |
| CBTS  | PO-21-1080-OSD03-SRC04-21071                 | Marilyn Koch                      | 781-858-6246                   | <a href="mailto:marilyn.koch@cbts.com">marilyn.koch@cbts.com</a>   | 3          |                         |
| CDW Government LLC  | PO-21-1080-OSD03-OSD03-21496                 | Kathleen Wedig                    | 513-677-4132 / Ext: 14132      | <a href="mailto:magov@cdwg.com">magov@cdwg.com</a>   | 3          |                         |
| Continental Resources, Inc.   | PO-21-1080-OSD03-SRC04-21091                 | Jeff Lane                         | 781-533-0292                   | <a href="mailto:jlane@conres.com">jlane@conres.com</a>   | 3          |                         |
| <a href="#">Custom Computer Specialists Inc.</a>                        | <a href="#">PO-21-1080-OSD03-SRC04-21075</a> | <a href="#">Catherine Burton</a>  | <a href="#">401-775-1247</a>   | <a href="mailto:cburton@customonline.com">cburton@customonline.com</a>   | 3          | Yes                     |
| DataPivot Technologies  | PO-21-1080-OSD03-SRC04-21072                 | Benjamin Coons                    | 603-490-7179                   | <a href="mailto:bcoons@datapivottech.com">bcoons@datapivottech.com</a>   | 3          |                         |
| <a href="#">Dell Marketing L.P.</a>                                     | <a href="#">PO-21-1080-OSD03-SRC04-21090</a> | <a href="#">Sean Tynan</a>        | <a href="#">(617) 955-7355</a> | <a href="mailto:sean.tynan@dell.com">sean.tynan@dell.com</a>   | 1,2,3,4    | Yes                     |
| EchoStor Technologies, Inc.   | PO-21-1080-OSD03-SRC04-21063                 | Caleb Morgan                      | 508-737-9314                   | <a href="mailto:caleb.morgan@echostor.com">caleb.morgan@echostor.com</a>   | 3          |                         |
| <a href="#">EMC Corporation</a>   | <a href="#">PO-21-1080-OSD03-SRC04-21086</a> | <a href="#">Mike Forbes</a>       | <a href="#">(617) 851-1657</a> | <a href="mailto:michael.forbes@dell.com">michael.forbes@dell.com</a>   | 2          | Yes                     |
| <a href="#">ePlus Technology, inc.</a>                                  | <a href="#">PO-21-1080-OSD03-SRC04-21108</a> | <a href="#">Steve Low</a>         | <a href="#">781-615-1314</a>   | <a href="mailto:slow@eplus.com">slow@eplus.com</a>   | 3          | Yes                     |
| <a href="#">Trafera, LLC</a>  | <a href="#">PO-21-1080-OSD03-SRC04-21057</a> | <a href="#">Eric Ogden</a>        | <a href="#">651-242-5692</a>   | <a href="mailto:contracts@trafera.com">contracts@trafera.com</a>   | 3          | Yes                     |
| <a href="#">First World d/b/a Terminal Exchange</a>                     | <a href="#">PO-21-1080-OSD03-SRC04-21088</a> | <a href="#">Rich Pomper</a>       | <a href="#">857 302 7725</a>   | <a href="mailto:rpomper@terminal.com">rpomper@terminal.com</a>   | 3          | Yes                     |
| <a href="#">Future Technologies Group, LLC dba New Era Technology</a>   | <a href="#">PO-21-1080-OSD03-SRC04-21084</a> | <a href="#">Guy E. Esposito</a>   | <a href="#">617-502-1628</a>   | <a href="mailto:SLED.ne@neweratech.com">SLED.ne@neweratech.com</a>   | 3          | Yes                     |
| GlassHouse Systems  | PO-21-1080-OSD03-SRC04-21107                 | Mary DeBartolo / John Callisto    | 508-237-3191 /949-636-0031     | <a href="mailto:mdebartolo@ghsystems.com">mdebartolo@ghsystems.com</a> /<br><a href="mailto:jcalisto@ghsystems.com">jcalisto@ghsystems.com</a> | 3          |                         |
| GovConnection, Inc. dba Connection – Public Sector Solutions            | PO-21-1080-OSD03-SRC04-21460                 | Bill Fleckenstein                 | 800-800-0019 ext. 34242        | <a href="mailto:bill.fleckenstein@connection.com">bill.fleckenstein@connection.com</a>   | 3          |                         |
| GreenPages, Inc.  | PO-21-1080-OSD03-SRC04-21069                 | David Knox                        | (781) 987-2013                 | <a href="mailto:dknox@greenpages.com">dknox@greenpages.com</a>   | 3          |                         |
| Haywood Associates Incorporated d/b/a TransCOR Information Technologies | PO-21-1080-OSD03-SRC04-21058                 | Thomas D. Haywood / Rhonda tryder | 978-352-3100                   | <a href="mailto:tomh@transcor-it.com">tomh@transcor-it.com</a> /<br><a href="mailto:rhonda@transcor-it.com">rhonda@transcor-it.com</a>         | 4          |                         |
| <a href="#">Hewlett Packard Enterprise</a>                              | <a href="#">PO-21-1080-OSD03-SRC04-21062</a> | <a href="#">Rich Dowling</a>      | <a href="#">(617) 899-9548</a> | <a href="mailto:Richard.dowling@hpe.com">Richard.dowling@hpe.com</a>   | 2          | Yes                     |

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## OPERATIONAL SERVICES DIVISION

| Vendor  | Master Blanket Purchase Order # | Contact Person                 | Phone #                    | Email  | Categories | Green Designated Vendor |
|---|---------------------------------|--------------------------------|----------------------------|--|------------|-------------------------|
| HP Inc.   | PO-21-1080-OSD03-SRC04-21078    | Jasmine Tullis                 | 603-440-3520               | <a href="mailto:jasmine.tullis@hp.com">jasmine.tullis@hp.com</a>   | 1, 4       | yes                     |
| HUB Technical Services, LLC.                      | PO-21-1080-OSD03-SRC04-21098    | Joseph Lovetere                | 508-238-9887 X4101         | <a href="mailto:jlvetere@hubtech.com">jlvetere@hubtech.com</a>   | 3          | Yes                     |
| Insight Public Sector, Inc.                       | PO-21-1080-OSD03-SRC04-21059    | Rosemarie Pavlick              | 203.659.2448               | <a href="mailto:TeamMass@insight.com">TeamMass@insight.com</a>   | 3          |                         |
| Integrated IT Solutions, LLC                      | PO-21-1080-OSD03-SRC04-21055    | Jay Patterson                  | 781-742-2237               | <a href="mailto:ITC73@integratedit.com">ITC73@integratedit.com</a>   | 3          |                         |
| International Business Machines (IBM)             | PO-21-1080-OSD03-SRC04-21052    | Joseph Wallace                 | 212-745-6146               | <a href="mailto:jrwallace@us.ibm.com">jrwallace@us.ibm.com</a>   | 2          |                         |
| IntraSystems, Inc.                                | PO-21-1080-OSD03-SRC04-21082    | Madeline Doherty               | 781.986.1700 x224          | <a href="mailto:mdoherty@intrasystems.com">mdoherty@intrasystems.com</a>   | 3          |                         |
| Konica Minolta Business Solutions U.S.A, Inc.     | PO-21-1080-OSD03-SRC04-21087    | Jack Dixon                     | 703-760-3584               | <a href="mailto:jack.dixon@kmb.konicaminolta.us">jack.dixon@kmb.konicaminolta.us</a>   | 3          |                         |
| Lenovo (United States) Inc.                       | PO-21-1080-OSD03-SRC04-21089    | Lance Couch                    | 281-712-2155               | <a href="mailto:lcouch@lenovo.com">lcouch@lenovo.com</a>   | 1,3,4      | Yes                     |
| Lenovo Global Technology (United States) Inc.     | PO-21-1080-OSD03-SRC04-21066    | Lance Couch                    | 281-712-2155               | <a href="mailto:lcouch@lenovo.com">lcouch@lenovo.com</a>   | 2          | Yes                     |
| Lighthouse Computer Services                      | PO-21-1080-OSD03-SRC04-21085    | Adam Goulet                    | 401-465-8801               | <a href="mailto:agoulet@convergetp.com">agoulet@convergetp.com</a> ;<br><a href="mailto:agoulet@lighthousecs.com">agoulet@lighthousecs.com</a>                 | 3          |                         |
| MicroNet Associates, Inc.                         | PO-21-1080-OSD03-SRC04-21079    | Kenneth Hahn                   | 508-435-7600               | <a href="mailto:ken@mcrnet.com">ken@mcrnet.com</a>   | 3          |                         |
| Micros Northeast, Inc                             | PO-21-1080-OSD03-SRC04-21065    | Rob Willey                     | 781-248-5202               | <a href="mailto:rob@microsne.com">rob@microsne.com</a>   | 3          |                         |
| NetApp, Inc.                                      | PO-21-1080-OSD03-SRC04-21099    | Wendy Goodman                  | (919) 476-5828             | <a href="mailto:wendy.goodman@netapp.com">wendy.goodman@netapp.com</a>   | 2          |                         |
| NEWCOM Wireless Services, LLC                     | PO-21-1080-OSD03-SRC04-21060    | Dov Koplovsky/ Kristine Loomer | 781-826-7989/ 781-424-7870 | <a href="mailto:dov.koplovsky@newcomglobal.com">dov.koplovsky@newcomglobal.com</a><br><a href="mailto:kristine@newcomglobal.com">kristine@newcomglobal.com</a> | 4          | Yes                     |
| North East Technology, Inc                        | PO-21-1080-OSD03-SRC04-21061    | Corei Mello                    | 617-304-8188               | <a href="mailto:cmello@northeast-tech.com">cmello@northeast-tech.com</a>   | 3          |                         |
| NWN Corporation                                   | PO-21-1080-OSD03-SRC04-21054    | Jen Golden                     | 860-606-2865               | <a href="mailto:jgolden@nwnit.com">jgolden@nwnit.com</a>   | 3          |                         |
| Ockers Company                                    | PO-21-1080-OSD03-SRC04-21081    | David Mitchell                 | 508-586-4642               | <a href="mailto:Dmitchell@ockers.com">Dmitchell@ockers.com</a>   | 3          | Yes                     |
| PC Enterprises Inc dba Baystate Computer Services | PO-21-1080-OSD03-SRC04-21080    | Robert Braceland               | 413-736-2112               | <a href="mailto:rbraceland@pc-enterprises.com">rbraceland@pc-enterprises.com</a>   | 3          |                         |
| PJ Systems Incorporated, dba HIQ Computers        | PO-21-1080-OSD03-SRC04-21083    | Ben Sheng                      | 617-951-4650 x 103         | <a href="mailto:bsheng@hiq.com">bsheng@hiq.com</a>   | 3          |                         |
| Presidio Networked Solutions, Inc. (Presidio)     | PO-21-1080-OSD03-SRC04-21094    | James Doyle                    | 781-638-2253               | <a href="mailto:NESLED@presidio.com">NESLED@presidio.com</a>   | 3          |                         |
| Pure Storage, Inc.                                | PO-21-1080-OSD03-SRC04-21068    | Kim Bradbury                   | 301-717-9968               | <a href="mailto:kim.bradbury@purestorage.com">kim.bradbury@purestorage.com</a>   | 2          |                         |
| RetroFit Technologies, Inc.                       | PO-21-1080-OSD03-SRC04-21076    | Katherine Connor               | 508-244-2436               | <a href="mailto:kconnor@retrofit.com">kconnor@retrofit.com</a>   | 3          |                         |
| Rutter Networking, Inc                            | PO-21-1080-OSD03-SRC04-21077    | Jeff Larsen                    | 978 642-1000               | <a href="mailto:jlarsen@rutter-net.com">jlarsen@rutter-net.com</a>   | 3          |                         |
| SHI International Corp                            | PO-21-1080-OSD03-SRC04-21095    | Michael Dempsey                | 508-254-5739               | <a href="mailto:michael_dempsey@shi.com">michael_dempsey@shi.com</a>   | 3          |                         |
| TOSS Corporation                                  | PO-21-1080-OSD03-SRC04-21070    | Mike Ciulla/Greg Hanna         | 508-683-0360/508-683-0366  | <a href="mailto:mciulla@toss.net/hanna@toss.net">mciulla@toss.net/hanna@toss.net</a>   | 3          |                         |
| Unified Networking Solutions, Inc.                | PO-21-1080-OSD03-SRC04-21106    | Brian McDonald                 | 508-272-1650               | <a href="mailto:bmcdonald@UnifiedITSupport.com">bmcdonald@UnifiedITSupport.com</a>   | 3          | Yes                     |

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## OPERATIONAL SERVICES DIVISION

| Vendor                            | Master Blanket Purchase Order # | Contact Person | Phone #      | Email  | Categories | Green Designated Vendor |
|-----------------------------------|---------------------------------|----------------|--------------|--|------------|-------------------------|
| Vicom Computer Services Inc       | PO-21-1080-OSD03-SRC04-21073    | Brian Zeno     | 781.452.7493 | <a href="mailto:bzeno@vicomnet.com">bzeno@vicomnet.com</a>   | 3          |                         |
| Whalley Computer Associates, Inc. | PO-21-1080-OSD03-SRC04-21097    | Jake Brown     | 508-634-1152 | <a href="mailto:wcabizma@wca.com">wcabizma@wca.com</a>       | 3          | Yes                     |
| Worldcom Exchange Inc.            | PO-21-1080-OSD03-SRC04-21067    | Dave Harris    | 978-766-6974 | <a href="mailto:itc73@wei.com">itc73@wei.com</a>             | 3          | Yes                     |
| Zones, LLC                        | PO-21-1080-OSD03-SRC04-21056    | Bob Spencer    | 508-740-9877 | <a href="mailto:MASSITC73@zones.com">MASSITC73@zones.com</a> | 3          |                         |

\*Note that COMMBUYS is the official system of record for vendor contact information.

\*\* [The Master MBPO] is the central repository for all common contract files. [Price files may be found in the individual vendor's MBPO.]

## Designated Resellers

| OEM        | Reseller                     | Contact        | Phone        | Email  |
|------------|------------------------------|----------------|--------------|--|
| HPE        | Advizex                      | Mike Covell    | 857.257.4395 | <a href="mailto:mcovell@advizex.com">mcovell@advizex.com</a>             |
| NetApp Inc | World Wide Technology Inc    | Carol Harting  | 314.995.6103 | <a href="mailto:Carol.harting@wwt.com">Carol.harting@wwt.com</a>         |
| EMC        | Focus Technology             | Doug Alexander | 617.938.6205 | <a href="mailto:dalexander@focustsi.com">dalexander@focustsi.com</a>     |
| Dell       | Winslow Technology Group     | Ed Palmer      | 508.509.6998 | <a href="mailto:epalmer@winslowtg.com">epalmer@winslowtg.com</a>         |
| IBM        | Mainline Information Systems | Greg Candela   | 508.954.7794 | <a href="mailto:Greg.candela@mainline.com">Greg.candela@mainline.com</a> |

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# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Amy Bullock DEPARTMENT: Treasurer/Collector

FUNDING SOURCE: budget GL account 011452-527000

Appropriated amount: \$3,000.00 Estimated cost: \_\_\_\_\_ Actual cost: \_\_\_\_\_

**PROCUREMENT METHOD:**

received 2 bids on the lease of a new postage meter as the current lease ends 12/30/2021. Bids were received from Pitney Bowes and Quadiant.

**PURCHASE DESCRIPTION:**

Purchase descriptions should contain the following components (see document on purchase descriptions):  
*Description of supplies or services required; quantities required; schedule for performance and delivery terms.*

5 year lease of a SendPro P series postage meter, billed quarterly at 955.80 per quarter. Includes set up, training and maintenance.  
Purchase Power transaction fees are included. Purchase Power is a line of credit to electronically replenish postage in the meter.

011452/527000

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: Carol Coppola Account # \_\_\_\_\_  
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers  
DocuSigned by: 0623C0C5799644E...



# BUSINESS CASE

## Customer Communication Solution

Prepared for: Town of Harwich

Proposal date: 9/23/21

Valid until: 11/23/21

Submitted by: Chris Ryan

Government Account Executive

(781) 505 9858

[c.ryan@quadiant.com](mailto:c.ryan@quadiant.com)

Northeast District

Submitted to: Amy Bullock

Because connections matter.

---

quadi<sup>7</sup>ent

9/23/21

Amy Bullock  
Town of Harwich  
732 Main St  
Harwich, MA

Dear Amy

Thanks for the opportunity to partner with you and your town. I have included pricing and information on the our mail machine that would replace the one you have with Pitney Bowes. The new equipment will include the new IMI meter technology that will be required by the USPS in 2 years.

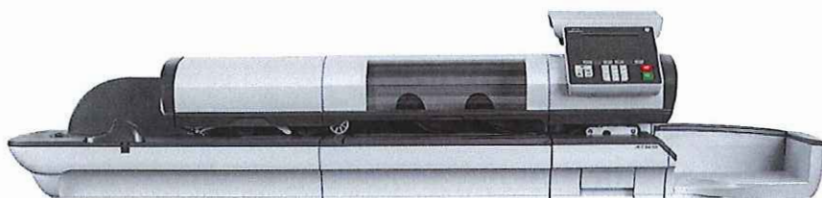
We're ready to get started as soon as you are. Upon receipt of your approval, we will coordinate implementation on your preferred timetable. We look forward to partnering with your company.

Sincerely,  
Chris Ryan  
Government Account Executive  
(781) 505 9858  
Northeast District





## Product Overview



### ix-7 DS MAILING SYSTEM

A mid-range mail processing solution with exceptional versatility

#### Key Capabilities

- Intuitive user interface that includes a color touchscreen and time-saving shortcut keys
- Meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements
- Automatic feeding of postcards, letters or large envelopes without sorting by mail piece size
- Dependable envelope sealing that secures the contents of your mail pieces
- In-line dynamic scale weighs, measures, classifies and rates mail pieces on the fly
- External scale auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Reach productivity levels as high as 140 metered letters per minute (75 in dynamic weighing mode)
- Safeguard your stored postage with PIN code access for each of your operators
- Track pieces processed and postage used for 100 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces – use our free library or create your own
- Uploads postage usage data to your Myquadient online account for quick and easy analysis
- Download postage anytime and pay for it later using Quadient Postage Funding



## Product Overview



### CONNECTSUITE E-CERTIFY

An electronic Certified Mail™ solution that vastly improves process efficiency

#### Key Capabilities

- Multi-user, web-based software that streamlines the preparation & management of Certified Mail™
- Easy-to-use interface & process flow enables users to send Certified Mail™ in a fraction of the time
- Prepare one mail piece at a time or upload multiple addresses for batch processing
- No forms to handwrite and no labels or Return Receipt™ cards to apply to envelopes
- Saves \$1.15 per letter by providing a USPS® digital signature in place of the “green card”
- Centralized tracking & reporting for all sent items – find signatures with ease and incredible efficiency
- Digital archiving eliminates the need to store paper receipts and keep them organized
- Generates USPS® form 3877 (Firm Mailing Book) if round dating/proof of mailing is desired



# Financial Considerations

## A Product Summary

NEW IX-7 Series Base w/ Mixed Size Feeder, Sealer, Catch Tray and Ink Cartridge  
 -Dynamic(weigh on the way) Scale  
 -10lb Weigh Platform

Below Pricing is under OFF39 State Contract  
 FREE Year of Maintenance Discount is included in each  
 -FREE Year of Meter would reduce 1st year by \$60 a month



## B Product Summary

NEW e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).  
 -2 Brother Network Label Printer (USB/Serial/LAN)  
 -1500 ConnectSuite e-Certify Thermal Labels - 4" x 2.5"

Below Pricing is Open Market, but marked down to match OFF39 state contract discount level

## A Cost Summary

|            |          |
|------------|----------|
| 36 Months: | \$466.32 |
| 48 Months: | \$413.74 |
| 60 Months: | \$382.01 |

## B Cost Summary

|            |          |
|------------|----------|
| 36 Months: | \$200.57 |
| 48 Months: | \$177.47 |
| 60 Months: | \$163.68 |

## Notes

Valid Until: 11/23/21

Agreement options include Meter Rental, Maintenance, Installation and Training



(781) 505 9858



c.ryan@quadiant.com



quadiant.com



## Get the Postage You Need Now & Pay For It Later

Welcome to the Quadient Postage Funding, the easiest way to buy more postage for your Quadient mailing system. With Quadient Postage Funding, you'll enjoy greater flexibility and control in managing your business and mailing operations.

How does Quadient Postage Funding work? It couldn't be simpler. Download postage whenever you need it – there's no need to prepay. We'll pay the Postal Service for your requested postage amount. Each month that you have account activity, you'll receive a Postage Funding invoice that itemizes all of your postage downloads for the billing period. You can take up to 28 days from the statement date to pay by check, ACH, or online.

How much postage can I download? Your account limits are automatically set based on the type of mailing system you have:

| Mailing System     | Plan Name      | Free Transaction Limit             | Total Account Limit |
|--------------------|----------------|------------------------------------|---------------------|
| Low Volume         | Basic PLUS     | \$700 per monthly billing period   | \$1,500             |
| Mid to High Volume | Advantage PLUS | \$4,000 per monthly billing period | \$8,500             |

How are transaction fees assessed? You are pre-approved to download up to the Free Transaction Limit amount each month with no fees. If you exceed the Free Transaction Limit during any monthly billing period, the excess amount is subject to a 1% Flex Limit Fee. For example, if your Free Transaction limit is \$4,000 and you add \$5,000 to your postage meter in a single monthly billing cycle, you'll be billed a \$10 Monthly Flex Limit Fee ( $\$5,000 - \$4,000 = \$1,000 \times 1\% = \$10$ ).

Can I increase the amount of postage available for download from my Postage Funding Account? Yes you can. Simply call our Customer Service Department to arrange an increase in the amount of your Total Account Limit.

Can I choose my statement date and corresponding due date? Yes you can. You may choose a different statement date than the one assigned automatically at the time of enrollment. Approximate statements dates to choose from are the 1st, 5th, 10th, 15th, and 22nd of each month.

Must I pay the entire Postage Funding statement balance by the due date? You must pay at least the minimum payment amount by the due date indicated on your statement. Finance charges may apply for payments that are less than the total balance owed. A late fee may also apply if you do not make the minimum payment by the due date indicated on your bill.

Can I manage my Postage Funding account online? Yes. Simply log into Myquadient and you can monitor and track all of your Postage Funding activity. You can also access current and past statements, make online payments and create e-mail alerts.



**EXPERIENCE**  
A rich history of  
world-class leadership



**PROVEN RESULTS**  
96% customer  
satisfaction rate



**EXPERTISE**  
8 billion personalized  
experiences annually



**BACKED BY THE EXPERTS**  
Gartner, Forrester,  
and Aspire

Quadiant solutions deliver measurable process improvements to advance your key business objectives, including:



**Customer Engagement**



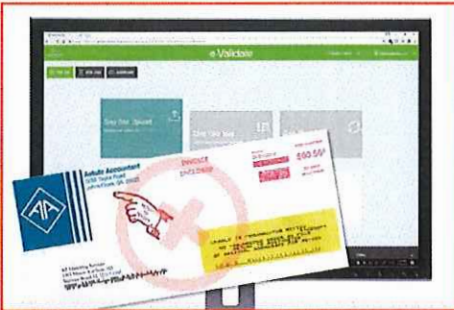
**Revenue Growth**



**Risk Mitigation**



**Expense Control**



**Data Cleansing & Enrichment**

Maintain high-quality contact databases with accurate addresses that improve mail and package deliverability.



**Document Creation & Output**

Generate personalized documents that are optimized for machine processing and postal discount programs.



**Delivery Channel Management**

Distribute documents via physical mail or digital delivery based on your customers' preferred format.



**Mail Tracking & Fulfillment**

Streamline Certified Mail® management. Upload your documents to our mail prep facility where we do all the work for you.



**Document Folding & Inserting**

Automate mail assembly with high-performance, ultra-secure document handling equipment.



**Mail Printing & Addressing**

Print stand-out envelopes and flyers that get the response you want. Simplify direct mail preparation.



**Mail Metering & Reporting**

Move your mail out the door with ease, allocate the costs, and analyze your spending patterns.



**Parcel Shipping**

Ship packages through any carrier using comparison shopping software that eliminates overspending.



**Inbound Mail & Parcel Management**

Track the arrival, movement and delivery of packages at your facility. Open a whole day's mail in minutes.



# Fair Market Value Option Lease Agreement

|  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|

Agreement Number

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

TOWN OF HARWICH COLLECTORS OFFICE

### Sold-To: Address

732 MAIN ST STE A, HARWICH, MA, 02645-2757, US

### Sold-To: Contact Name

Amy Bullock

### Sold-To: Contact Phone #

508-430-7501

### Sold-To: Account #

0011486486

### Bill-To: Address

732 MAIN ST STE A, HARWICH, MA, 02645-2757, US

### Bill-To: Contact Name

Amy Bullock

### Bill-To: Contact Phone #

508-430-7501

### Bill-To: Account #

0011486486

### Bill-To: Email

abullock@town.harwich.ma.us

### Ship-To: Address

732 MAIN ST STE A, HARWICH, MA, 02645-2757, US

### Ship-To: Contact Name

Amy Bullock

### Ship-To: Contact Phone #

508-430-7501

### Ship-To: Account #

0011486486

PO #

## Your Business Needs

| Qty | Item           | Business Solution Description         |
|-----|----------------|---------------------------------------|
| 1   | SENDPROPSERIES | SendPro P Series                      |
| 1   | 1FW1           | Differential Weighing Feature         |
| 1   | 1FWW           | 10lb Interfaced Weighing Feature      |
| 1   | 4W00           | Connect+ /SendPro P Series Meter      |
| 1   | APA1           | 50 Dept Analytics                     |
|     | APAS           | Sendpro P2000/500W GCS Identifier     |
| 1   | APKE           | SendPro P Receiving Feature           |
| 1   | APKF           | SendPro P Shipping Feature Access     |
| 1   | AZBE           | SendPro P Series Mono Print Module    |
| 1   | AZCG           | SendPro P2000 Basic (145/70LPM)       |
| 1   | CAAA1          | Bronze Cost Accounting for PSeries    |
| 1   | M9SS           | Mailstream IntelliLink Services 2     |
| 1   | ME1C           | Meter Equipment - P Series, LV        |
| 1   | MP0X           | Differential Weigh 2, 5, & 10lb scale |



|   |         |   |
|---|---------|---|
| 1 | MSD1    | 10in Color Touch Display  |
| 1 | MW90007 | SendPro P Series Drop Stacker                                   |
| 1 | MW90067 | Power Cord Kit  |
| 1 | MW96000 | Weighing Platform   |
| 1 | MW97182 | Wireless LAN Adapter  |
| 1 | PTJ1    | SendPro Online  |
| 1 | PTJN    | Single User Access  |
| 1 | PTJR    | 50 User Access with Hardware or Meter                           |
| 1 | PTK1    | Web Browser Integration   |
| 1 | PTK3    | SendPro P Series Meter Integration                              |
| 1 | SJM5    | SoftGuard for Sendpro P2000 Basic/500W                          |
| 1 | STDSL A | Standard SLA-Equipment Service Agreement (for SendPro P Series) |
| 1 | T6CS    | Receiving - Standard  |

**Your Payment Plan**


| Initial Term: 60 months |                | Initial Payment Amount: |  |
|-------------------------|----------------|-------------------------|--|
| Number of Months        | Monthly Amount | Billed Quarterly at*    |  |
| 60                      | \$ 318.60      | \$ 955.80               |  |

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

OFF39  
State/Entity's Contract#  
\_\_\_\_\_  
Lessee Signature   
\_\_\_\_\_  
Print Name Joseph F. Powers  
\_\_\_\_\_  
Title Town Administrator  
\_\_\_\_\_  
Date October 5, 2021  
\_\_\_\_\_  
Email Address jpowers@town.harwich.ma.us  
\_\_\_\_\_

Pitney Bowes Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_

**Sales Information**

|                  |                        |                  |
|------------------|------------------------|------------------|
| Lynn Harrington  | lynn.harrington@pb.com |                  |
| Account Rep Name | Email Address          | PBGFS Acceptance |

# PROCUREMENT CHECKLIST & APPROVAL FORM

**STAFF LEAD:** Jamie Goodwin

**DEPARTMENT:** Channel 18

**FUNDING SOURCE:** Joint funding Ch18 \$1,663.75 Org: 011562 Obj: 543000 Water \$1,663.74 Org: 1320

**Appropriated amount:** \_\_\_\_\_

**Estimated cost:** \_\_\_\_\_

**Actual cost:** \_\_\_\_\_

**\$3,327.49**

**PROCUREMENT METHOD:**

best management practices

**PURCHASE DESCRIPTION:**

Purchase descriptions should contain the following components (see document on purchase descriptions):  
*Description of supplies or services required; quantities required; schedule for performance and delivery terms.*

This is joint effort between Water and Ch18 for Emergency Alert Software

After Water Department Staff and Ch18 Staff attended two separate webinars with ReGroup and CivicPlus, we have come to the conclusion that staying with ReGroup is the best option to serve the citizens of Harwich. By staying with ReGroup we will be saving 30% off the cost of service over Civic Plus- (CivicPlus \$4,753.55 – Regroup \$3,327.49).

They matched the language in our previous agreement with CivicPlus and we will be upgraded to the 2.0 version for free as soon as they have a signed agreement.

011562/543000  
13204502/525000

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

**Funds Available:** Finance Director: \_\_\_\_\_

DocuSigned by:  
*Carol Coppola*  
48C32039D33D434...

Account # \_\_\_\_\_

**Approved to proceed:** Town Administrator or Designee: \_\_\_\_\_

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799644E...

**Prepared For:**

Company: Harwich MA  
**Name: Jamie Goodwin**  
 Email: jgoodwin@town.harwich.ma.us  
 Phone: (508) 430-7514

**Prepared By:**

Regroup Mass Notification  
 Prepared by: Brian Fischer  
 Email: bfischer@regroup.com  
 Phone: (469) 480-9191

**Contract Term:** 1 year paid in full.

**Contact Count:** 15000

**Valid Until:** 2021-09-30

### A. Product and Pricing Summary

| Product  | Fee Type | Price      | Term (yrs) | Discount    | Subtotal          |
|--|----------|------------|------------|-------------|-------------------|
| Regroup Annual Subscription<br>Messaging via landline, email, cell (voice and sms/txt), social media, RSS. Unlimited: support, training, templates and group creation. | Annual   | \$4,753.55 | 1          | -\$1,426.07 | \$3,327.49        |
|  |          |            |            |             | <b>\$3,327.49</b> |

### Included Subscription Features

|   |          |            |   |             |               |
|---|----------|------------|---|-------------|---------------|
| AlertManager<br>Allows admins to send/receive messages from iOS and Android mobile devices and phones.  | Included | \$0.00     | 1 | \$0.00      | \$0.00        |
| AlertMe<br>Allows recipients and non-administrative users to receive messages within native iOS and Android apps.   | Included | \$0.00     | 1 | \$0.00      | \$0.00        |
| AlertMe with Geofencing<br>Allows recipients and non-administrative users to receive messages within native iOS and Android apps. Enables realtime location-based geofence messaging and push notifications to be sent from your network. | Included | \$1,000.00 | 1 | -\$1,000.00 | \$0.00        |
| NOAA<br>Enable alerts from the National Oceanic and Atmospheric Administration (NOAA) Weather Radio (NWEM)  | Included | \$2,500.00 | 1 | -\$2,500.00 | \$0.00        |
| IPAWS<br>Allows users to post IPAWS EAS, NOAA, and WEA alerts to supported devices during a critical event.   | Included | \$1,500.00 | 1 | -\$1,500.00 | \$0.00        |
| Resident Data Integration<br>Regroup Annual Residential Database Verification   | Included | \$0.00     | 1 | \$0.00      | \$0.00        |
| Mapping - Geo Targeted Messaging<br>Clients have the ability to send notifications based on the location of the recipients with our Geo-Targeting option based on their address and not on them having the mobile app.                    | Included | \$0.00     | 1 | \$0.00      | \$0.00        |
|   |          |            |   |             | <b>\$0.00</b> |

| Professional Services           |          |            |   |              |                   |
|---------------------------------|----------|------------|---|--------------|-------------------|
| Implementation Fee              | One Time | \$1,500.00 | 1 | -\$1,500.00  | \$0.00            |
| Unlimited Support & Maintenance | Included | \$0.00     | 1 | \$0.00       | \$0.00            |
| Unlimited Training              | Included | \$0.00     | 1 | \$0.00       | \$0.00            |
|                                 |          |            |   |              | <b>\$0.00</b>     |
|                                 |          |            |   | <b>Total</b> | <b>\$3,327.49</b> |

## B. Terms

1. Initial Term: The Initial Term shall be one (1) year following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: 10/26/2021
4. Invoice Date: 10/26/2021

## Ba. Payment Terms

1. Harwich MA shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement.
2. All initial and subsequent payments shall be due on Net 30 terms. Unless otherwise specified, all dollars (\$) are United States currency.
3. Late payments may incur a 1.5% penalty.

## Bc. Contacts & Messages

1. SMS and TTS messaging shall be limited to 350000 total messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

## C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Harwich MA with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.

## D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Harwich MA


Accepted by: Regroup Mass Notification

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Joseph F. Powers  
Town Administrator  
Oct 9, 2021

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Chris Utah  
COO  
09/27/2021

*Harwich Youth Services presents*

# MIDDLE SCHOOL KICKBALL NIGHT



Friday, Oct. 22, 5-7 p.m.

Whitehouse Field, Harwich

**FREE!**

Bring your own water bottle; food will be provided

No registration necessary

**Monomoy students in Grades 5-7!  
Come play kickball against members of our local police and fire departments**

Under the lights!

Questions? (508) 430-7836 or [shouse@town.harwich.ma.us](mailto:shouse@town.harwich.ma.us)